

WESTERN CAPE GOVERNMENT

DEPARTMENT OF HEALTH & WELLNESS

**NEC3 FRAMEWORK CONTRACT (FC3)
Package Order Type: NEC3 ECSC3
16B – Delivery & Maintenance of Infrastructure**

TENDER No : WCGHIC0008/2024

PROJECT TITLE : FRAMEWORK FOR MAINTENANCE OF HEALTH FACILITIES FOR WCGHW FOR A PERIOD OF THREE (3) YEARS

TENDER CLOSING : 11:00 on 3 September 2025

<u>DEPARTMENT (EMPLOYER):</u>		<u>DEPARTMENT REPRESENTATIVE (EMPLOYER'S AGENT):</u>	
HEALTH		MARIETTE LEMMER	
<u>PHYSICAL ADDRESS</u>	<u>POSTAL ADDRESS</u>	<u>PHYSICAL ADDRESS</u>	<u>POSTAL ADDRESS</u>
Boiler House: Engineering Office Cnr Mike Pienaar Boulevard & Frans Conradie Drive	Private Bag X21 PAROW	Boiler House: Engineering Office Cnr Mike Pienaar Boulevard & Frans Conradie Drive	Private Bag X21 PAROW
BELLVILLE 7530	7499	BELLVILLE 7530	7499
Contact: Zacharia Jattiem		Contact: Mariette Lemmer	
Phone: 021 830 3764		Phone: 021 830 3775	
Fax: N/A		Fax: N/A	
Email: Zacharia.Jattiem@westerncape.gov.za		Email: Mariette.Lemmer@westerncape.gov.za	

Name of Tendering Entity:

Contact Number:

E-mail:

24 Hour Contact Details:

NOTE:

All returnable documents as listed on page 12 in this document, including the Form of Offer C1.1 on page 44 must be completed in full and signed. The entire document, from page 1 through 107 must be submitted with your tender.

Non-compliance will render your tender invalid.

WESTERN CAPE GOVERNMENT: HEALTH
DIRECTORATE: SUPPLY CHAIN
(INFRASTRUCTURE SOURCING)
BID OPENED 11:00

2025-09-03

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WESTERN CAPE GOVERNMENT
DEPARTMENT OF HEALTH & WELLNESS

FRAMEWORK FOR MAINTENANCE OF HEALTH FACILITIES FOR WCGHW FOR A PERIOD OF THREE (3) YEARS.

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T1.1 Tender notice and invitation to tender

The WESTERN CAPE GOVERNMENT, DEPARTMENT OF HEALTH, invites tenders for **Tender No. WCGHIC0008/2024: FRAMEWORK FOR MAINTENANCE OF HEALTH FACILITIES FOR WCGHW FOR A PERIOD OF THREE (3) YEARS.**

The work or service envisaged under the Framework may be located in different districts (formally known as District Municipalities) of the Western Cape Province. The tenderer may submit a tender offer according to their cidb grading designation, in **one or more** of the districts, according to his business presence in those districts.

It is estimated that tenderers must have a cidb contractor grading designation of level **3GB** or higher.

Note: The Pricing Schedule of the Framework covers multiple trades and will form the basis of scoping for all work packages.

Depending the breakdown of works in % of the total works of the Work Package order will determine the class of works that will be called for.

Preferences are allocated to tenderers for Broad-Based Black Economic Empowerment (B-BBEE) status level of contribution.

Documents will be available after **08:00** from **22 July 2025**. Tender documents are available for download from the eTender Portal of National Treasury, at <https://www.etenders.gov.za>, and are free of charge.

Queries relating to the completion of documents may be addressed to:

Name : Mr. Jody Burricks / Shireen Smith

Phone : +27 21 483 0694 / 021 483 7302

E-mail : Jody.Burricks@westerncape.gov.za / Shireen.Smith@westerncape.gov.za

Queries relating to the **technical specification** of these documents may be addressed to:

Name : Mariette Lemmer & Zacharia Jattiem

Phone : +27 21 830 3775

E-mail : Mariette.Lemmer@westerncape.gov.za / Zacharia.Jattiem@westerncape.gov.za

The closing time for receipt of tenders is **11:00 on 3 September 2025**. Late tenders will not be accepted.

The location for closing of the tender offers is as stated in the Tender Data (T1.2).

Tenders may only be submitted on the tender documentation that is issued.

Telegraphic, telephonic, telex, facsimile, e-mail, copied and late tenders will not be accepted.

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data (T1.2).

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A compulsory briefing/clarification meeting with representatives of the *Employer* will take place at:

Location : Auditorium, M9 Genses Building, Karl Bremer Hospital, corner Mike Pienaar Boulevard & Frans Conradie Drive, Bellville

Date : 5 August 2025

Starting Time : 10:00 – 12:00

NOTE: Failure to attend the meeting will result in tenderers offers to be non-responsive.

The Conditions of Contract will be based on the NEC3 Framework Contract (FC3), package order type NEC3 Engineering and Construction Short Contract (ECSC3).

For the purpose of tender evaluation, each legal entity in the tendering party (subcontractors and sole proprietors included) must comply with the Tax requirements and B-BBEE/EME documentation as described in the Tender Data.

Supplier Database Registration

All **prospective** Service Providers **MUST** be registered on the Central Supplier Database (CSD) at the time of tender closing and tax compliant. **Tenderers who are not tax compliant at closing date will be deemed non-compliant.**

All prospective Service Providers who are not registered on the **CSD** are requested to self-register on www.csd.gov.za. **Should** service providers require assistance with the registration process, you may contact Roderick April on (021) 483 0582/ Roderick.April@westerncape.gov.za

WESTERN CAPE GOVERNMENT

DEPARTMENT OF HEALTH & WELLNESS

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T1.2 Tender Data

The Conditions of Tender are the **Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity in Engineering and Construction Works Contracts, August 2019**, as per Board Notice 136 of 2015 in Government Gazette 38960 of 10 July 2015 and any erratum notices issued thereafter (see www.cidb.org.za).

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this bid. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard Conditions of Tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

Clause Number	Tender Data
C.1	General
C1.1	The <i>Employer</i> is WESTERN CAPE GOVERNMENT: DEPARTMENT OF HEALTH & WELLNESS.
C1.2	<p>This Tender Document (this document), issued by the <i>Employer</i> comprise the following parts:</p> <p>Part T: The Tender</p> <p>Part T1: Tendering Procedures</p> <p>T1.1 Tender notice and invitation to tender</p> <p>T1.2 Tender Data</p> <p>Part T2: Returnable Documents</p> <p>T2.1 List of returnable documents</p> <p>T2.2 Returnable schedules</p> <p>Part C: The Contract</p> <p>Part C1: Agreement and Contract Data</p> <p>C1.1 Form of Offer and Acceptance</p> <p>C1.2 Contract Data</p> <p>Contract Data Part One: Data provided by the <i>Employer</i></p> <p>Contract Data Part Two: Data provided by the <i>Supplier</i></p> <p>Framework information</p> <p>Part C2: Pricing Data</p> <p>C2.1 Pricing assumptions & instructions</p> <p>C2.2 Pricing schedule</p> <p>Part C3: Scope of Work</p> <p>Works Information</p> <p>Part C4: Site Information</p> <p>Appendix: Drawings, schematics & annexures</p> <p>This tender must be completed in black ink document contains "Returnable Documents and Schedules" which must be fully completed and signed, in terms of submitting a tender offer.</p> <p>PLEASE NOTE: The complete tender document comprising pages 1 through 107 must be returned to the <i>Employer</i> when submitting a tender offer.</p>
C1.4	<p>The <i>Employer's Agent</i> is:</p> <p>Name: Mariette Lemmer</p>

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	Address: The Boiler House: Engineering Office Premises of Karl Bremer Hospital Cnr Mike Pienaar Boulevard & Frans Conradie Drive Bellville 7530 Phone: +27 21 830 3775 Email: Mariette.Lemmer@westerncape.gov.za	WESTERN CAPE GOVERNMENT: HEALTH DIRECTORATE: SUPPLY CHAIN (INFRASTRUCTURE SOURCING) BID OPENED 11:00 2025-09-03 1)..... 2)..... SIGNED SIGNED	
C1.4	The language for communications is English.		
C1.6.1	A contract may, subject to C.3.13.1, be concluded with one or more tenderers within each district who in terms of C.3.11 are the highest ranked or tenderers scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders, further subject to the following: <ul style="list-style-type: none"> a) The <i>Employer</i> reserves the option to disregard tenders submitted by tenderers who are currently appointed under another similar Framework contract by the <i>Employer</i>. b) The <i>Employer</i> reserves the option to disregard offers for any particular district from tenderers who do not have a registered office or provable presence within that district (formally called a District Municipality). c) The <i>Employer</i> reserves the option to balance the rates and prices offered in the Pricing Schedule by the successful tenderers selected to be appointed under this contract, and to compile a modified Pricing Schedule with a set of common rates and prices (by applying the median for individual rates and prices) which will apply across the board to all the <i>Suppliers</i> during execution of this contract. If the <i>Employer</i> exercises this option a contract shall be awarded to those successful tenderers who accept the modified Pricing Schedule. 		
C.2	Tenderer's obligations		
C.2.1	Only those tenderers who are registered with the cidb and who satisfy the grading requirement of a cidb grading designation of 3GB or higher, as calculated in terms of the cidb regulations, are eligible to submit tenders and have their tenders evaluated.		
C.2.7.1	The arrangements for a compulsory briefing/clarification meeting are as stated in the Tender Notice and Invitation to Tender (T1.1). THE FOLLOWING CONDITIONS APPLY: <ul style="list-style-type: none"> a) The compulsory briefing/clarification meeting will be held at Auditorium, M9 Genses Building, Karl Bremer Hospital, corner Mike Pienaar Boulevard & Frans Conradie Drive, Bellville. b) Failure to attend the compulsory meeting will automatically disqualify the tenderer. c) ONLY registered shareholders/owners are required to attend the compulsory meeting and sign on behalf of the tenderer, which will be verified on the tenderer's CSD Report. Identification Document / Drivers Licence to be provided for verification. Failure to comply will invalidate the tender. d) Admission to the meeting closes when the meeting is officially started by the chairperson representing the <i>Employer</i>. Late arrivals will not be allowed into the meeting after the official start thereof. e) Tenderers must complete and sign the meeting attendance register circulated at the meeting in the name of the tendering entity. Tenders will be received only from those tendering entities whose names appear on the attendance register. Failure to complete and sign the attendance register will disqualify the tenderer. Tenderers must complete and sign the Clarification Meeting Certificate and attach a certified copy of their ID document / driver's license (returnable Schedule 7 on page 41 in this document, copies of which will be made available at the meeting to tenderers who are not in possession of a tender document). This Clarification Meeting Certificate together with certified ID document / driver's license must be counter-signed by a designated representative of the <i>Employer</i> at the time of the meeting, who will be identified at the meeting. If the tenderer loses his original certificate prior to his submission, a sworn affidavit to this effect must be submitted with the tender and will only be accepted if the tenderer's attendance can be verified on the attendance register. Failure to include a duly completed, signed and counter-signed Clarification Meeting Certificate together with certified ID document / driver's license or sworn affidavit in the tender submission, will disqualify the tender. 		

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- f) Addenda may be issued to all whom **attended the Clarification Meeting.**
g) Written and verbal instructions given to tenderers at the clarification meeting and which are recorded in the *Employer's* minutes of the meeting, form part of the Conditions of Tender. Failure to comply with such instructions will disqualify the tender.

C.2.10

- The tenderer must submit a printout of an electronically calculated Pricing List for the necessary evaluation purposes, subject to the following:
- a) The electronic version of the Pricing List (e.g. excel spreadsheet) will be uploaded with the tender document on E-tender portal.
 - b) The electronic version of the Pricing List may not be altered in any way, including descriptions, item numbers, quantities or units. Only the rates and prices may be entered where appropriate;
 - c) The printout of the electronic Pricing List must be signed by the duly authorised signatory and witness on the last page of the printout, and also initialled by same on each page;
 - d) The total/s from the printout Pricing List must be carried as appropriate to the Pricing Summary schedule in the document, from where the total price offer is carried to the Form of Offer and Acceptance;
 - e) **IMPORTANT: The electronic version of the Pricing List must be submitted on appropriate media (memory stick), enclosed with the tender submission at close of tender. The electronic version of the Price List shall match the hard copy in terms of trades, items (excluding photos/ pictures) and quantities. The purpose of the electronic version is to assist tenderer with calculations.**
 - f) **The memory stick MUST be clearly labelled with the tendering entity's name.** and the information must be protected.
 - g) **IMPORTANT:** Where discrepancies are found between the rates and prices in the Electronic Pricing List and the rates and prices in the bid document, the rates and prices in the bid document shall prevail. Incorrect pricing per item in either Pricing Schedule will not result in revised pricing of the affected item.

PLEASE NOTE: If it is found that the Pricing List has been altered and is not in line with the quantities, units or descriptions provided in the original Pricing List, the offer will constitute a qualification, i.e. an unacceptable counter offer, and will therefore be disqualified.

C.2.11

PLEASE NOTE: No alterations/corrections to inserted information in the document (including pricing) may be performed by erasing or using masking fluid ("Tipp-Ex" or similar) on any submitted page.

Alterations/corrections to inserted information may only be performed as follows:

- a) Strike a line through the incorrect information, write the corrected information as appropriate (under, above or next to the information to be corrected), **and initial at every incidence of alteration/correction.**

Tender submissions with alterations/corrections not in compliance with the requirements as described above, will be rejected.

C.2.12

No alternative tender offers will be considered.

C.2.13

The original tender offer must be submitted. No additional *paper copies* are required.

PLEASE NOTE: The complete tender document comprising pages 1 through 107 must be returned to the Employer when submitting a tender offer. If the Pricing List or parts thereof are contained in the Appendix to this document, the duly completed Pricing List or parts thereof must be returned with the tender document, i.e. Annexures 1 & 3. Failure to do so will invalidate the tender. Other drawings, schematics or annexures in the Appendix need NOT be returned with the tender offer, unless there are specific instructions for a specific item to be returned, or if the tenderer wishes to utilise any item for clarification purposes when submitting an alternative tender offer, when applicable.

C.2.13.1

The tender shall be signed by a person duly authorised to do so.
Tenders submitted by joint ventures of two or more firms shall be accompanied by the document of formation of the joint venture, i.e. a Joint Venture Agreement, authenticated by a notary public or other official deputed to witness sworn statements, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning.

	The Joint Venture Agreement must stipulate the lead partner whom the <i>Employer</i> shall hold liable for the purpose of the tender offer.
C.2.13.2	The tenderer is required to submit with his/her tender any relevant certificates as listed in T2.1 List of Returnable Documents and Schedules.
C.2.13.6	A two-envelope procedure will not be followed.
C.2.13.7	<p>The <i>Employer's</i> address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p>Tender box: Marked DEPARTMENT OF HEALTH</p> <p>Location of tender box: Foyer on Ground Floor main entrance of the Western Cape Government Building</p> <p>Physical address: 4 Dorp Street, Cape Town Adjacent to the Cape High Court, Junction of Dorp and Keerom Streets, Cape Town</p> <p>Identification details: DEPARTMENT OF HEALTH 4 Dorp Street, Cape Town Tender reference number, Title of Tender, Tenderer name and contact address of tenderer.</p>
C.2.13.9	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
C.2.14	<p>The <i>Employer</i> requires tenderers to return a fully priced Price List with the tender submission. Tenderers may also price for work in more than one district, subject to them having a registered office or provable business presence in those districts. ALL ITEMS in the Price List must be priced, subject to the following:</p> <p>a) Where pricing for any item is intentionally included in the rate or Price of another item, this must in every instance be clearly indicated so by the tenderer and cross-referenced to the item in question in the Price List. Tenders showing a pattern of unpriced items without due reference to where the omitted Prices are included in other items in the Price List, will be disqualified.</p> <p>b) Summarising parts or sections of the Price List into single lump sums or rates without providing the breakdown of pricing of items as per the Price List, is not acceptable and will disqualify the tender.</p> <p>c) Where an item is encountered against which no Price or rate is entered, and it can be reasonably attributed to error on the part of the tenderer that item will be treated as covered by other Prices or rates in the Price List.</p> <p>NB! Annexure 1: Price List The Price List contains 4 (four) sections for completion and is vast. When tendering, similar equally approved 'products' or approved 'manufacturers' other than specified in the Price List must be approved by the Employer's Agent. The supplier must submit a data sheet or specification and samples of the product to the Employer's Agent, for review and feedback purposes, 10 working days before closing of this tender in order for the Employer's Agent to provide feedback to all Tenderers.</p>
C.2.15	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender (T1.1).
C.2.16	<p>The tender offer validity period is twelve (12) weeks.</p> <p>The <i>Employer</i> reserves the right to extend the validity period for an agreed additional period, with or without conditions attached to such extension, if deemed in the interest of the <i>Employer</i>.</p>
C.2.18	Provide, on request by the <i>Employer</i> , any other material that has a bearing on the tender offer, considered necessary by the <i>Employer</i> for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, within seven days after receipt of such a request to do so by the <i>Employer</i> , the <i>Employer</i> may regard the tender offer as being non-responsive.
C.3	Employer's undertakings
C.3.8.1	<p>Tenders will be considered non-responsive if:</p> <p>a) The tender was not properly received;</p> <p>b) The tender is not in compliance with specifications;</p> <p>c) The tender does not comply with the requirements of the standard conditions of tender.</p>

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DIRECTORATE: SUPPLY CHAIN
(INFRASTRUCTURE SOURCING)
BID OPENED 11:00

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<p>WESTERN CAPE GOVERNMENT: HEALTH DIRECTORATE: SUPPLY CHAIN (INFRASTRUCTURE SOURCING) BID OPENED 11:00</p>		<p>d) The tender is not properly and fully completed and signed where required; e) Both the tender document and returnable documents and schedules have not been submitted by the time stipulated; f) The tenderer has failed to respond to any other requirements of the tender documents; g) The tenderer has failed to clarify or submit any supporting documentation within seven days of being requested to do so in writing; and h) The tender includes material deviation or qualification.</p>
	<p>C.3.9</p>	<p>Arithmetical errors, omissions and discrepancies:</p> <p>1. Arithmetical errors, omissions and discrepancies in this framework tender:</p> <p>The quotation will be checked for:</p> <ul style="list-style-type: none"> a) Gross misplacement of the decimal point in any unit rate; b) Omissions that were made when completing the price list; or c) Arithmetic errors in: <ul style="list-style-type: none"> i) The totals of line items resulting from the product of a unit rate and a quantity in price list; or ii) Summation of the prices. <p>When responsive tenders are checked for arithmetic errors, corrections are made in the following manner:</p> <ul style="list-style-type: none"> a) Where there is an error in the line item total resulting from the product of the unit rate and the quantity, the rate shall govern, and the line item total shall be corrected. b) Where an obvious gross misplacement of the decimal point in the unit rate was made, the unit rate shall be corrected, and the line item total shall be adjusted accordingly; c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the summation of prices, the total of the price tendered shall be adjusted accordingly; <p>2. Arithmetical errors, omissions and discrepancies in future work package orders:</p> <p>The quotation will be checked for:</p> <ul style="list-style-type: none"> a) Gross misplacement of the decimal point in any unit rate; b) Omissions that were made when completing the price list; or c) Arithmetic errors in: <ul style="list-style-type: none"> i) The totals of line items resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or ii) Summation of the prices. <p>Apart from error correction required in terms of this contract, the object is also to ensure that all the amounts quoted, where applicable, are compliant with the Supplier's Framework quotation information. When responsive quotations are checked for arithmetic errors, corrections are made in the following manner:</p> <ul style="list-style-type: none"> a) Where a price list is applicable and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern, and the rate shall be corrected. b) Where an obvious gross misplacement of the decimal point in the unit rate was made, the line item total as quoted shall govern, and the unit rate shall be corrected; c) When applying the rates from the Supplier's Framework quotation information and there is an error in the line item total resulting from the product of the unit rate and the quantity, the unit rate shall govern, and the line item total shall be corrected; d) Where the unit rate used for any cost item in the quotation is more than the unit rate for that item quoted in the Supplier's Framework quotation information, the unit rate shall be corrected to equal the rate in the Supplier's Framework quotation information and the line item total recalculated; e) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the Supplier's addition of prices, the total of the price tendered shall govern and the supplier shall be asked to revise selected item prices (and their rates if a price list applies) to achieve the tendered total of the prices; f) Where there is a discrepancy between the amounts in figures and in words entered in the Form of Offer and Acceptance, the amount corresponding to the tendered total of the prices shall govern and the other corrected.

<p>C.3.11</p>	<p>The method of evaluation of responsive tenders is Method 1: Price and Preferences.</p> <p>Each tender will be scored in respect of the financial offer made and the preferences claimed, if any. Thus, only price and preference will be factored into the computation of the total evaluation points.</p> <p>A maximum of 90 (ninety) points is allocated for price.</p> <p>Up to 10 (ten) tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed. The maximum attainable combined score for price and preference is 90+10=100 points.</p> <p>Price will be scored using the Formula $P_s = 90(1 - ((P_t - P_{min})/P_{min}))$ where:</p> <ol style="list-style-type: none"> 1. P_s is the number of points scored for comparative price of tender under consideration; 2. P_{min} is the comparative price of the lowest acceptable tender offer; 3. P_t is the comparative price of tender offer under consideration. <p>All responsive tender offers are subject to a comprehensive risk assessment in terms of:</p> <ol style="list-style-type: none"> 1. Financial viability and sustainability; <ul style="list-style-type: none"> • To ensure a fair and balanced evaluation of all tender submissions, a financial risk assessment will be based on the median of the TOTAL REPRESENTATIVE PRICE OFFER (Tender Amount) of all responsive tenderers. The median will be calculated, and any Tender Amount that deviate by more than 20% above or below this median will be considered a financial risk. These tenders will be excluded from further consideration to maintain the integrity and competitiveness of the tender process. This approach helps to identify and eliminate tenders that are significantly higher or lower than the typical market prices, ensuring a more accurate and reliable assessment of the remaining tenders. 2. Evaluation and validation of the required information provided by the tenderer in inter alia returnable schedules. <p>The <i>Employer</i> reserves the right to request, in writing, additional information from tenderers to clarify their offer if deemed necessary for risk assessment purposes. Failure on the part of the tenderer to provide the additional information within seven days after receipt of such a request to do so, will disqualify the tender. Tender offers which present an unacceptable high risk to the <i>Employer</i> in terms of one or both of the risk assessment criteria above, will be rejected.</p>
<p>C.3.13.1</p>	<p>Tender offers will only be responsive if:</p> <ol style="list-style-type: none"> a) The tenderer attended the compulsory site/clarification meeting and completed and signed the attendance register and submitted the properly completed and signed Schedule 7: Clarification Meeting Certificate. b) The tenderer is registered on the WCSEB and his/her registration has not expired by close of tender. c) The tenderer is registered on the CSD and his/her registration has not expired by close of tender. d) The tenderer is registered on the cidb Register of Contractors in the appropriate contractor grading designation as stated in the Tender Data by close of tender. e) The tenderer has signed the Tendering entity and authority of signatory schedule. f) The tenderer submits this complete tender document from page 1 to page 107 inclusive, with all returnable documents, schedules and annexures applicable, duly completed and priced as per the instructions pertaining to each schedule and section, and requirements stated in this Tender Data at the close of tender. g) The tenderer or any of its directors is not listed on the National Treasury's Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act 12 of 2004 as a person prohibited from doing business with the public sector and the National Treasury's database of Restricted Suppliers. h) The tenderer has not: <ol style="list-style-type: none"> i) Abused the <i>Employer's</i> Supply Chain Management System; ii) Failed to perform or complete any previous contracts and has been given a written notice to this effect, within the last 12 months; and iii) Submitted more than one offer. i) The tenderer has completed the Compulsory Declaration, Declaration of Interests (WCBD 4) and there are no conflicts of interest which may impact on the tenderer's

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	ability to perform the contract in the best interests of the <i>Employer</i> or potentially compromise the tender process.
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WESTERN CAPE GOVERNMENT DEPARTMENT OF HEALTH & WELLNESS

FRAMEWORK FOR MAINTENANCE OF HEALTH FACILITIES FOR WCGHW FOR A PERIOD OF THREE (3) YEARS.

T2.1 List of returnable documents

IMPORTANT: The tenderer must complete all returnable schedules. Use the "Check" column to tick completion of each returnable schedule as a verification procedure to ensure all schedules are duly completed. **Failure to complete all returnable schedules will invalidate the tender.** Please see instructions for completion of returnable schedules under heading T2.2 following on the next page.

1. Returnable Schedules required for tender evaluation and contracting purposes (all schedules listed below are compulsory as part of the submission, unless stated otherwise).

Schedule Description & Location			
Condition of Tender Schedules:		Page	Check
1.1	Schedule 1: Tendering entity and authority of signatory	15	<input type="checkbox"/>
1.2	Schedule 2: Compulsory Declaration	21	<input type="checkbox"/>
1.3	Schedule 3: WCBD 6.1(b): Preference Certificate (90:10)	25	<input type="checkbox"/>
1.4	Schedule 4: WCBD4: Declaration of interest	31	<input type="checkbox"/>
1.5	Schedule 5: Record of addenda to tender documents	38	<input type="checkbox"/>
1.6	Schedule 6: Schedule of work experience	39	<input type="checkbox"/>
1.7	Schedule 7: Clarification meeting certificate	41	<input type="checkbox"/>
1.8	Schedule 8: Certificate of authority for joint ventures (if applicable)	42	<input type="checkbox"/>
Condition of Contract Schedules (To be submitted with this framework tender):		Page	Check
1.9	Schedule 9: C1.1 Form of Offer and Acceptance: The Supplier's Offer	44	<input type="checkbox"/>
1.10	Schedule 10: C1.2 Contract Data Part Two: Data provided by the Supplier	53	<input type="checkbox"/>
1.11	Schedule 11: Supplier's Nominees for Framework Core Management Group	58	<input type="checkbox"/>
1.12	Schedule 12: Pricing Summary	62	<input type="checkbox"/>
1.13	Schedule 13: Price List	63	<input type="checkbox"/>
1.14	Schedule 15: Proposed amendments by Supplier	102	<input type="checkbox"/>
Conditions of Contract Schedules (To be submitted with Work Package only):			
1.15	Schedule 9: C1.1 Form of Offer and Acceptance: The Supplier's Offer	44	<input type="checkbox"/>
1.16	Schedule 10: C1.2 Contract Data Part Two: Data provided by the Supplier	53	<input type="checkbox"/>
1.17	Schedule 11: Supplier's Nominees for Framework Core Management Group	58	<input type="checkbox"/>
1.18	Schedule 12: Pricing Summary	62	<input type="checkbox"/>
1.19	Schedule 13: Price List	63	<input type="checkbox"/>
1.20	Schedule 14: Works Information required from Supplier	101	<input type="checkbox"/>
1.21	Schedule 15: Proposed amendments by Supplier	102	<input type="checkbox"/>
1.22	Schedule 16: Supplier's schedule of subcontractors	103	<input type="checkbox"/>
1.23	Schedule 17: Supplier's health & safety plan	104	<input type="checkbox"/>
1.24	Schedule 18: Supplier's environmental management plan	105	<input type="checkbox"/>

2. Returnable Documents to be submitted with tender document (all the documents listed below are compulsory as part of the submission).

No	Document Description	Check
2.1	B-BBEE Verification Certificate issued by a verification agency accredited by the South African National Accreditation System (SANAS) (certificates/scorecards and EME/QSE affidavits) of main contractor, or an affidavit confirming annual total revenue and level of black ownership, or Registered Auditors approved by IRBA. Where a joint venture or subcontractors are involved, this documentation must be provided by each legal entity.	<input type="checkbox"/>
2.2	Proof of registration as a supplier on the WCSEB. (Applicable to work package stage only)	<input type="checkbox"/>
2.3	Certificate of registration as a supplier on the CSD including successful bank verification details.	<input type="checkbox"/>

2.4	Proof of registration as a contractor registered on the cidb Register of Contractors, the minimum grading designation of which is specified in the Tender Data.	<input type="checkbox"/>
2.5	A valid Letter of Good-standing from the Department of Labour (Please note that the nature of business listed on the Letter must be related to construction work.).	<input type="checkbox"/>
2.6	All Insurances from an Accredited Insurer as stipulated in the Contract Data. (Applicable to work package stage only)	<input type="checkbox"/>
2.7	Joint Venture Agreement (where applicable). This JV should apply to all future package orders.	<input type="checkbox"/>
2.8	Certificate of Compliance issued by the Building Industry Bargaining Council (BIBC) applicable for the relevant areas or provide a certificate or suitable proof of compliance with the bargaining council registration applicable for building work in the areas the contractor intends working. (Applicable to work package stage only)	<input type="checkbox"/>
2.9	Proof of a registered office or provable business presence in the Western Cape.	<input type="checkbox"/>

WESTERN CAPE GOVERNMENT: HEALTH
DIRECTORATE: SUPPLY CHAIN
(INFRASTRUCTURE SOURCING)
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2025-09-03

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WESTERN CAPE GOVERNMENT

DEPARTMENT OF HEALTH & WELLNESS

FRAMEWORK FOR MAINTENANCE OF HEALTH FACILITIES FOR WCGHW FOR A PERIOD OF THREE (3) YEARS.

T2.2 Returnable schedules

Important information for completing returnable schedules

1. The returnable schedules list T2.1 shows all the returnable schedules which need to be completed and returned for tender evaluation and contracting purposes by the date and time stipulated in the Tender Data. This list includes both document-standard and project-specific schedules. List T2.1 should be used as a checklist by the tenderer to verify that all returnable schedules have been duly completed, to avoid the tender being rejected as non-responsive due to an incomplete submission.
2. Each returnable schedule is numbered, starting at Schedule 1 and following a consecutively incremented whole number sequence through the tender document to the final schedule number assigned, as per the returnable schedules list.
3. Although all returnable schedules are numbered and follow in numeric sequence, they are not all grouped together in a single location in this tender document. Returnable schedules are divided into 3 groups:
 - i. Conditions of Tender Schedules
 - ii. Conditions of Contract Schedules (to be submitted with Framework Tender)
 - iii. Conditions of Contract Schedules (to be submitted with Work Package only)

The first group of schedules (Conditions of Tender schedules) follow directly from here on forward in Part T2.2, with the remainder (Conditions of Contract Schedules) following in various sub-sections of Part C of this tender document. Contract Schedules become part of the contract document after tender award. Schedules can be quickly located by their document page number given in the list of returnable schedules T2.1.

4. **The tenderer must furnish all the information required for each returnable schedule with the indicated amount of detail to ensure compliancy of the tender with responsiveness criteria. Please note: If any returnable schedule or part thereof is not applicable to the tenderer, that schedule or part thereof must be clearly marked "Not Applicable" (N/A), and not simply left blank. Schedules left blank without any indication of response by the tenderer to the requested information in the schedule, will be taken as an omission of the requested information.**
5. Some schedules may either require, or have as an option, additional pages of information to be appended by the tenderer when submitting the tender. In each case the exact number of additional pages must be indicated in the space provided on that schedule or indicated as NIL if no additional pages are appended. All appended pages must be clearly marked with the schedule number to which they belong.
6. **All returnable schedules require the signature of the tenderer's authorised signatory where indicated and the date. Unsigned schedules, unless they are clearly marked "Not Applicable" by the tenderer, will render your tender invalid.**

WESTERN CAPE GOVERNMENT: HEALTH
 DIRECTORATE: SUPPLY CHAIN
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WESTERN CAPE GOVERNMENT

DEPARTMENT OF HEALTH & WELLNESS

FRAMEWORK FOR MAINTENANCE OF HEALTH FACILITIES FOR WCGHW FOR A PERIOD OF THREE (3) YEARS.

SCHEDULE 1: Tendering entity and authority of signatory

The purpose of this schedule is to obtain the necessary information about the tendering entity, and to establish authority of the signatory to sign the tender, and any and all other documents and/or correspondence in connection with and relating to the tender, as well as to sign any contract, and any and all documentation, resulting from the award of the tender to the tendering entity.

INSTRUCTIONS FOR COMPLETING SCHEDULE 1:

Tendering entities may be sole proprietors, partnerships, trusts, companies, close corporations or consortia / joint ventures. Schedule 1 must be completed as follows:

- If the tendering entity is a **sole proprietor, trust, partnership, company or close corporation**, complete both this page and **Section 1** of this Schedule, and clearly mark Section 2 (both 2.1 and 2.2) as "Not Applicable".
- If the tendering entity is a **consortium or joint venture**, then complete both this page and **Section 2** (both 2.1 and 2.2) of this Schedule, and clearly mark Section 1 as "Not Applicable".
- The contact details below must be the officially designated contact addresses which will be used by the *Employer* for any and all communication in regard to this tender, and if the tender is awarded, also during the execution of the contract.

THE TENDERING ENTITY IS: (*Circle the applicable option)

*A Sole Proprietor / Partnership / Trust / Company / Close Corporation / Consortium / Joint Venture.

NAME OF THE TENDERING ENTITY:

.....
(Legally correct full name of the tendering entity)

CONTACT DETAILS:

Physical Address:

.....

.....

..... (Postal Code)

Telephone number:

Mobile number:

Fax number:

Email address:

Schedule 1 continues with Section 1 on the next page.

WESTERN CAPE GOVERNMENT: HEALTH
DIRECTORATE: SUPPLY CHAIN
(INFRASTRUCTURE SOURCING)
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Section 1: Resolution of board of *Trustees/Directors/Members/Partners

Notes:

1. *Delete which is not applicable.
2. IMPORTANT: This resolution must be signed by ALL the trustees/directors/members/partners of the tendering entity.
3. Should the number of trustees/directors/members/partners exceed the space available below, additional names and signatures must be supplied on a separate page.

RESOLUTION by the *Proprietor/Board of *Trustees/Directors/Members/Partners of:

.....
 (Legally correct full name and registration number, if applicable, of the tendering entity)

Taken at On
 (Place) (Date)

	Name of Proprietor/Trustee/Director/Member/Partner	Capacity	Signature
1			
2			
3			
4			
5			
6			

(Append separate page if not enough space)

RESOLVED that:

1. The entity submits a tender to the Department of Health in respect of Tender No: **WCGHIC0008/2024: FRAMEWORK FOR MAINTENANCE OF HEALTH FACILITIES FOR WCGHW FOR A PERIOD OF THREE (3) YEARS.**
2. *Mr/Mrs/Ms:

in *his/her capacity as:
 (Position in the entity)

and who will sign as follows:

AUTHORISED SIGNATURE OF TENDERER

WESTERN CAPE GOVERNMENT: HEALTH DIRECTORATE: SUPPLY CHAIN (INFRASTRUCTURE SOURCING) BID OPENED 11:00 2025-09-03	
1)..... SIGNED	2)..... SIGNED

be, and is hereby, authorised to sign the tender, and any and all other documents and/or correspondence in connection with and relating to the tender, as well as to sign any contract, and any and all documentation, resulting from the award of the tender to the entity mentioned above.

Date:.....

Number of additional pages appended by the tenderer to this Schedule:(If nil, enter NIL).

Section 2.1: Resolution to enter into Consortium / Joint Venture

Notes:

1. *Delete which is not applicable
2. A separate copy of this Section 2.1 must be duly completed, signed and submitted for each consortium/joint venture partner.
3. IMPORTANT: This resolution must be signed by ALL the trustees/directors/members/partners of the entity entering into the consortium/joint venture.
4. Should the number of representatives exceed the space available below, additional names and signatures must be supplied on a separate page.

RESOLUTION by the *Proprietor/Board of *Trustees/Directors/Members/Partners of:

.....
 (Legally correct full name and registration number, if applicable, of the entity)

Taken at On
 (Place) (Date)

	Name of Proprietor/Trustee/Director/Member/Partner	Capacity	Signature
1			
2			
3			
4			
5			
6			

(Append separate page if not enough space)

RESOLVED that:

1. The entity submits a tender, in consortium/joint venture with the following entities to the Department of Health in respect of Tender No **WCGHIC0008/2024: FRAMEWORK FOR MAINTENANCE OF HEALTH FACILITIES FOR WCGHW FOR A PERIOD OF THREE (3) YEARS.**

	Full legally correct name of entity	Registration No (if applicable)
1		
2		
3		
4		
5		
6		

(Append separate page if not enough space)

WESTERN CAPE GOVERNMENT: HEALTH
 DIRECTORATE: SUPPLY CHAIN
 (INFRASTRUCTURE SOURCING)
 BID OPENED 11:00

2025-09-03

1)..... 2).....
 SIGNED SIGNED

2. *Mr/Mrs/Ms:

in *his/her capacity as:
(Position in the entity)

and who will sign as follows:

AUTHORISED SIGNATURE

be, and is hereby authorised to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the tender described in item 1 above.

3. The entity accepts joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the consortium/joint venture deriving from, and in any way connected with, the contract to be entered into with the Department in respect of the tender under item 1 above.
4. The entity chooses as its domicilium citandi et executandi for all purposes arising from this consortium/joint venture agreement and the contract with the Department in respect of the tender under item 1 above, the physical address and contact details as furnished on the first page of this Schedule.

Date:.....

Number of additional pages appended by the tenderer to this Schedule:(If nil, enter NIL).

WESTERN CAPE GOVERNMENT: HEALTH DIRECTORATE: SUPPLY CHAIN (INFRASTRUCTURE SOURCING) BID OPENED 11:00	
2025-09-03	
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Section 2.2: Resolution to bid as Consortium / Joint Venture

Notes:

1. IMPORTANT. This resolution must be signed by ALL the representatives of the tendering consortium/joint venture.
2. Should the number of representatives exceed the space available below, additional names and signatures must be supplied on a separate page.
3. Enter the entity details and representative details in the same and corresponding numerical sequence into the respective tables below.

RESOLUTION of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly tender for Tender No: **WCGHIC0008/2024: FRAMEWORK FOR MAINTENANCE OF HEALTH FACILITIES FOR WCGHW FOR A PERIOD OF THREE (3) YEARS.**

	Full legally correct name of entity	Registration No (if applicable)
1		
2		
3		
4		
5		
6		

(Append separate page if not enough space)

Held at

(Place)

On.....

(Date)

	Name of authorised representative	Capacity	Signature
1			
2			
3			
4			
5			
6			

(Append separate page if not enough space)

RESOLVED that:

- A. The abovementioned entities submit a tender in consortium/ joint venture to the Department in respect of the tender mentioned above.

WESTERN CAPE GOVERNMENT: HEALTH DIRECTORATE: SUPPLY CHAIN (INFRASTRUCTURE SOURCING) BID OPENED 11:00 2025-09-03 1)..... SIGNED 2)..... SIGNED	
---	--

B. *Mr/Mrs/Ms:

in *his/her capacity as:
(Position in the tendering consortium/joint venture)

and who will sign as follows:

AUTHORISED SIGNATURE OF TENDERER

be, and is hereby, authorised to sign the tender, and any and all other documents and/or correspondence in connection with and relating to the tender, as well as to sign any contract, and any and all documentation, resulting from the award of the tender to the entities in the consortium/joint venture mentioned above.

- C. The entities constituting the consortium/joint venture, notwithstanding its composition, shall conduct all business under the name and style of:

.....
(Consortium/joint venture name)

- D. The entities to the consortium/joint venture accept joint and several liability with the parties above for the due fulfillment of the obligations of the consortium/joint venture deriving from, and in any way connected with, the contract to be entered into with the Department in respect of the tender mentioned above.
- E. Any of the entities to the consortium/joint venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days written notice of such intention. Notwithstanding such decision to terminate, the entities shall remain jointly and severally liable to the Department for the due fulfillment of the obligations of the consortium/joint venture as mentioned under item D above.
- F. No entity to the consortium/joint venture shall, without the prior written consent of the other entities to the consortium and of the Department, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the contract with the Department referred to herein.
- G. The entities choose as domicilium citandi et executandi of the consortium/joint venture for all purposes arising from the consortium/joint venture agreement and the contract with the Department in respect of the tender mentioned above, the physical address and contact details as furnished on the first page of this Schedule.

Date:.....

WESTERN CAPE GOVERNMENT: HEALTH	
DIRECTORATE: SUPPLY CHAIN	
(INFRASTRUCTURE SOURCING)	
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2025-09-03	
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Number of additional pages appended by the tenderer to this Schedule:(If nil, enter NIL).

**WESTERN CAPE GOVERNMENT
DEPARTMENT OF HEALTH & WELLNESS**

FRAMEWORK FOR MAINTENANCE OF HEALTH FACILITIES FOR WCGHW FOR A PERIOD OF THREE (3) YEARS.

SCHEDULE 2: Compulsory Declaration

Note: In the case of a consortium/joint venture, separate enterprise questionnaires as per this schedule in respect of each consortium/joint venture partner must be completed and submitted.

Section 1: Name of enterprise: Address of enterprise:																							
Section 2: VAT registration number, if any:																							
Section 3: Section 3.1: cidb registration number, if any: 	Section 3.2: Western Cape Supplier Evidence Bank Registration Number: Section 3.3: Central Supplier Database Registration Number: 																						
Section 4: Particulars of sole proprietors and partners in partnerships																							
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 33%;">Full Name(s) & Surname*</th> <th style="width: 33%;">Identity number*</th> <th style="width: 33%;">Personal income tax number*</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>			Full Name(s) & Surname*	Identity number*	Personal income tax number*																		
Full Name(s) & Surname*	Identity number*	Personal income tax number*																					
* Complete only if sole proprietor or partnership and append separate page if more than 6 partners																							

WESTERN CAPE GOVERNMENT: HEALTH
 DIRECTORATE: SUPPLY CHAIN
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Section 5: Particulars of companies and close corporations

Company registration number.....

Close corporation number.....

Tax reference number.....

Section 6: Record of service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- | | |
|--|---|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | |
| <input type="checkbox"/> an official of any municipality or municipal entity | |

If any of the above boxes are marked, disclose the following:

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		current	Within last 12 months

Append separate page if not enough space

WESTERN CAPE GOVERNMENT: HEALTH
 DIRECTORATE: SUPPLY CHAIN
 (INFRASTRUCTURE SOURCING)
 BID OPENED 11:00

2025-09-03

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Section 7: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

- | | |
|--|---|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature | |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> an official of any municipality or municipal entity | <input type="checkbox"/> an employee of Parliament or a provincial legislature |

If any of the above boxes are marked, disclose the following:

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

Append separate page if not enough space

Section 8: Record of termination of previous contracts with an organ of state

Was any contract between the tendering entity, including any of its joint venture partners, terminated during the past five years for reasons other than the employer no longer requiring such works or the employer failing to make payment in terms of the contract?

☐ Yes ☐ No (tick appropriate box)

If yes, provide particulars (insert separate page if necessary)

WESTERN CAPE GOVERNMENT: HEALTH
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2025-09-03

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Section 9: Declaration

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the tendering entity confirms that the contents of this Declaration are within my personal knowledge, save where stated otherwise in an attachment hereto, and to the best of my belief is both true and correct, and that:

- i) neither the name of the tendering entity, nor any of its principals, appears on:
 - a) the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 (Act No. 12 of 2004); or
 - b) National Treasury's Database of Restricted Suppliers (see www.treasury.gov.za);
- ii) the tendering entity or any of its principals has not been convicted of fraud or corruption by a court of law (including a court outside of the Republic of South Africa) within the last five years;
- iii) any principal who is presently employed by the state has the necessary permission to undertake remunerative work outside such employment (attach permission to this declaration);
- iv) the tendering entity is not associated, linked or involved with any other tendering entities submitting tender offers;
- v) the tendering entity has not engaged in any prohibited restrictive horizontal practices, including consultation, communication, agreement, or arrangement with any competing or potential tendering entity regarding prices, geographical areas in which goods and services will be rendered, approaches to determining prices or pricing parameters, intentions to submit a tender or not, the content of the submission (specification, timing, conditions of contract, etc.) or intention to not win a tender;
- vi) the tendering entity has no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- vii) neither the tenderer nor any of its principals owes municipal rates and taxes or municipal service charges to any municipality or a municipal entity, and are not in arrears for more than three months;
- viii) SARS may, on an on-going basis during the term of the contract, disclose the tenderer's tax compliance status to the Employer and, when called upon to do so, obtain the written consent of any subcontractors who are subcontracted to execute a portion of the contract that is entered into in excess of the threshold prescribed by National Treasury, for SARS to do likewise.
- ix) The company / joint venture will abide by the cidb Code of Conduct for all the Parties engaged in Construction Procurement, (see <http://www.cidb.org.za/procurement/Pages/Procurement-Prescripts.aspx>)
- x) The company, unless a Sole Proprietor, is registered in terms of the Companies Act, 2008 (Act 71 of 2008), or the Companies Act, 1973, or the Close Corporation Act, 1984, (Act No. 69 of 1984);
- xi) The Tenderer will furnish proof of public liability insurance cover issued by a reputable insurer at close of tender.

AUTHORISED SIGNATURE OF TENDERER

WESTERN CAPE GOVERNMENT: HEALTH
 DIRECTORATE: SUPPLY CHAIN
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2025-09-03

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Signatory Name.....

Signatory Position/Capacity:.....

Date:.....

Number of additional pages appended by the tenderer to this Schedule:(If nil, enter NIL).

WESTERN CAPE GOVERNMENT DEPARTMENT OF HEALTH & WELLNESS

FRAMEWORK FOR MAINTENANCE OF HEALTH FACILITIES FOR WCGHW FOR A PERIOD OF THREE (3) YEARS.

SCHEDULE 3: WCBD 6.1(b): PREFERENCE CERTIFICATE (90:10)

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 AND IN TERMS OF THE WESTERN CAPE GOVERNMENT'S INTERIM STRATEGY AS IT RELATES TO PREFERENCE POINTS

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS (TENDERERS) MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER, PREFERENTIAL PROCUREMENT REGULATIONS, 2022 AND THE BROAD BASED BLACK ECONOMIC EMPOWERMENT ACT AND THE CODES OF GOOD PRACTICE

1. DEFINITIONS

- 1.1 **"acceptable tender"** means any tender which, in all respects, complies with the specifications and conditions of tender as set out in the tender document.
- 1.2 **"affidavit"** is a type of verified statement or showing, or in other words, it contains a verification, meaning it is under oath or penalty of perjury, and this serves as evidence to its veracity and is required for court proceedings.
- 1.3 **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 1.4 **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 1.5 **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 1.6 **"bid"** means a written offer on the official bid documents or invitation of price quotations and "tender" is the act of bidding /tendering;
- 1.7 **"Code of Good Practice"** means the generic codes or the sector codes as the case may be;
- 1.8 **"consortium or joint venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 1.9 **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;
- 1.10 **"EME"** is an Exempted Micro Enterprise with an annual total revenue of R10 million or less.
- 1.11 **"Firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 1.12 **"Large Enterprise"** is any enterprise with an annual total revenue above R50 million;
- 1.13 **"non-firm prices"** means all prices other than "firm" prices;
- 1.14 **"person"** includes a juristic person;
- 1.15 **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

WESTERN CAPE GOVERNMENT: HEALTH
DIRECTORATE: SUPPLY CHAIN
(INFRASTRUCTURE SOURCING)
BID OPENED 11:00

2025-09-03

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- 1.16 **"proof of B-BBEE status level contributor"** means-
- (a) The B-BBEE status level certificate issued by an authorized body or person;
 - (b) A sworn affidavit as prescribed in terms of the B-BBEE Codes of Good Practice; or
 - (c) Any other requirement prescribed in terms of the Broad- Based Black Economic Empowerment Act.
- 1.17 **QSE** is a Qualifying Small Enterprise with an annual total revenue between R10 million and R50 million;
- 1.18 **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- 1.19 **"sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract.
- 1.20 **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- 1.21 **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions;
- 1.22 **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000);
- 1.23 **"the Regulations"** means the Preferential Procurement Regulations, 2022;
- 1.24 **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 11 October 2013;
- 1.25 **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 1.26 **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

2 GENERAL CONDITIONS

- 2.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 2.2 Preference point system for this bid:
- The value of this bid is estimated **to exceed R50 000 000** (all applicable taxes included) and therefore **the 90/10 preference point system shall be applicable.**
- 2.3 Preference points for this bid shall be awarded for:
- (a) Price; and
 - (b) B-BBEE Status Level of Contribution.
- 2.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	90
B-BBEE STATUS LEVEL OF CONTRIBUTOR	10
Total points for Price and B-BBEE must not exceed	100

- 2.5 Failure on the part of a bidder to fill in, sign this form and submit in the circumstances prescribed in the Codes of Good Practice either a B-BBEE Verification Certificate issued by a Verification Agency

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accredited by the South African Accreditation System (SANAS) or an affidavit confirming annual total revenue and level of black ownership together with the bid or an affidavit issued by Companies Intellectual Property Commission, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

- 2.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 Subject to Section 2 (1) (f) of the Preferential Procurement Policy Framework Act, 2000, the **bidder obtaining the highest number of total points** will be awarded the contract.
- 3.2 A tenderer must submit proof of its B-BBEE status level of contributor in order to claim points for B-BBEE.
- 3.3 A tenderer failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE will not be disqualified but will only score:
- (a) points out of 90 for price; and
 - (b) 0 points out of 10 for B-BBEE
- 3.4 Points scored must be rounded off to the nearest 2 decimal places.
- 3.5 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.6 As per section 2 (1) (f) of the Preferential Procurement Policy Framework Act, 2000, the contract may be awarded to a bidder other than the one scoring the highest number of total points based on objective criteria in addition to those contemplated in paragraph (d) and (e) of the Act that justifies the award to another tenderer provided that it has been stipulated upfront in the tendering conditions.
- 3.7 Should two or more bids be equal in all respects; the award shall be decided by the drawing of lots.

4. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4.1 POINTS AWARDED FOR PRICE

4.1.1 THE 90/10 PREFERENCE POINT SYSTEM

A maximum of 90 points is allocated for price on the following basis:

$$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

- P_s = Points scored for price of bid under consideration
- P_t = Price of tender under consideration
- P_{\min} = Price of lowest acceptable tender

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5. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT**5.1 POINTS AWARDED FOR PRICE**

A maximum of 90 points is allocated for price on the following basis:

$$Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps= Points scored for price of tender under consideration

Pt= Price of tender under consideration

Pmax= Price of highest acceptable tender

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6 POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

6.1 In terms of WCG interim strategy, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)
1	10
2	9
3	6
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

- 6.2 An **EME** must submit a valid, originally certified affidavit confirming annual turnover and level of black ownership or an affidavit issued by Companies Intellectual Property Commission
- 6.3 A **QSE that is less than 51 per cent (50% or less) black owned** must be verified in terms of the QSE scorecard issued via Government Gazette and submit a valid, original or a legible certified copy of a B-BBEE Verification Certificate issued by SANAS.
- 6.4 A **QSE that is at least 51 per cent black owned (51% or higher)** must submit a valid, originally certified affidavit confirming turnover and level of black ownership as well as declare its empowering status or an affidavit issued by Companies Intellectual Property Commission.
- 6.5 A **large enterprise** must submit a valid, original or originally certified copy of a B-BBEE Verification Certificate issued by a verification agency accredited by SANAS.
- 6.6 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 6.7 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE status level verification certificate for every separate tender.
- 6.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

7 BID DECLARATION

7.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

8 B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPH 6

8.1 B-BBEE Status Level of Contribution..... = (maximum of 10 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 6.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or an affidavit confirming annual total revenue and level of black ownership in terms of the relevant sector code applicable to the tender.

9 SUB-CONTRACTING9.1 Will any portion of the contract be sub-contracted? **YES / NO** (delete which is not applicable)

9.1.1 If yes, indicate:

- (i) what percentage of the contract will be subcontracted?%
- (ii) the name of the sub-contractor?
- (iii) the B-BBEE status level of the sub-contractor?
- (iv) whether the sub-contractor is an EME or QSE? **YES / NO** (delete which is not applicable)

9.1.2 Sub-contracting relates to a **particular** contract and if sub-contracting is applicable, the bidder to state in their response to a particular RFQ that a portion of that contract will be sub-contracted.**10. DECLARATION WITH REGARD TO COMPANY/FIRM**

10.1 Name of company/ entity:

10.2 VAT registration number:

10.3 Company Registration number:

10.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/ Joint Venture/ Consortium
- ☐ One-person business/ sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[SELECT APPLICABLE ONE]

10.5 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraph 7 above, qualifies the company/ firm for the preference(s) shown and I/we acknowledge that:

- (a) The Western Cape Government reserves the right to audit the B-BBEE status claim submitted by the bidder.
- (b) As set out in Section 13O of the B-BBEE Act as amended, any misrepresentation constitutes a criminal offence. A person commits an offence if that person knowingly:
 - (i) misrepresents or attempts to misrepresent the B-BBEE status of an enterprise;
 - (ii) provides false information or misrepresents information to a B-BBEE Verification Professional in order to secure a particular B-BBEE status or any benefit associated with compliance to the B-BBEE Act;

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- (iii) provides false information or misrepresents information relevant to assessing the B-BBEE status of an enterprise to any organ of state or public entity; or
- (iv) engages in a fronting practice.
- (c) If a B-BBEE verification professional or any procurement officer or other official of an organ of state or public entity becomes aware of the commission of, or any attempt to commit any offence referred to in paragraph 10.5 (a) above will be reported to an appropriate law enforcement agency for investigation.
- (d) Any person convicted of an offence by a court is liable in the case of contravention of 10.5 (b) to a fine or to imprisonment for a period not exceeding 10 years or to both a fine and such imprisonment or, if the convicted person is not a natural person to a fine not exceeding 10 per cent of its annual turnover.
- (e) The purchaser may, if it becomes aware that a bidder may have obtained its B-BBEE status level of contribution on a fraudulent basis, investigate the matter. Should the investigation warrant a restriction be imposed, this will be referred to the National Treasury for investigation, processing and imposing the restriction on the National Treasury's List of Restricted Suppliers. The bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, may be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied.
- (f) The purchaser may, in addition to any other remedy it may have –
 - (i) disqualify the person from the bidding process;
 - (ii) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (iii) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation; and
 - (iv) forward the matter for criminal prosecution.
- (g) The information furnished is true and correct.
- (h) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 2 of this form.

AUTHORISED SIGNATURE OF TENDERER

Date:.....

WITNESSES (Signature & Name):

1.
2.

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Number of additional pages appended by the tenderer to this Schedule:(If nil, enter NIL).

WESTERN CAPE GOVERNMENT

DEPARTMENT OF HEALTH & WELLNESS

FRAMEWORK FOR MAINTENANCE OF HEALTH FACILITIES FOR WCGHW FOR A PERIOD OF THREE (3) YEARS.

SCHEDULE 4: WCBD 4: DECLARATION OF INTERESTS, BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES AND INDEPENDENT BID DETERMINATION.

DECLARATION OF INTERESTS, BIDDERS PAST SCM PRACTICES AND INDEPENDENT BID DETERMINATION

1. To give effect to the requirements of the Western Cape Provincial Treasury Instructions, 2019: Supply Chain Management (Goods and Services), Public Finance Management Act (PFMA) Supply Chain Management (SCM) Instruction No. 3 of 2021/2022 - SBD 4 Declaration of Interest, Section 4 (1)(b)(iii) of the Competition Act No. 89 of 1998 as amended together with its associated regulations, the Prevention and Combating of Corrupt Activities Act No 12 of 2004 and regulations pertaining to the tender defaulters register, Paragraph 16A9 of the National Treasury Regulations and/or any other applicable legislation.
2. Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.
3. All prospective bidders intending to do business with the Institution must be registered on the Central Supplier Database (CSD) by bid closing date.
4. It is advisable to register on the Western Cape Supplier Evidence Bank (WCSEB) to ensure that the compulsory schedules (included in this bid), i.e., WCBD4 and WCBD 6.1 and BBBEE certificate/affidavit are annually updated (before expiry) on the WCSEB.
5. The status of enterprises and persons listed on the National Treasury's Register for Tender Defaulters will be housed on the ePS. Institutions may not under any circumstances procure from enterprises and persons listed on the Database of Tender Defaulters.
6. The status of suppliers listed on the National Treasury's Database of Restricted Suppliers will be housed on the ePS; however, it remains incumbent on institutions to check the National Treasury Database of Restricted Suppliers before the conclusion of any procurement process. For suppliers listed as restricted, institutions must apply due diligence and risk assessment before deciding to proceed with procurement from any such supplier.
7. **Definitions**

"bid" means a bidder's response to an institution's invitation to participate in a procurement process which may include a bid, price quotation or proposal;

"Bid rigging (or collusive bidding)" occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and/or services through a bidding process. Bid rigging is, therefore, an agreement between competitors;

"business interest" means -

- (a) a right or entitlement to share in profits, revenue or assets of an entity;
- (b) a real or personal right in property;
- (c) a right to remuneration or any other private gain or benefit, or
- (d) includes any interest contemplated in paragraphs (a), (b) or (c) acquired through an intermediary and any potential interest in terms of any of those paragraphs;

"Consortium or Joint Venture" means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;

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“Controlling interest” means, the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise;

“Corruption”- General offences of corruption are defined in the Combating of Corrupt Activities Act, 2004 (Act No 12 of 2004) as:

Any person who directly or indirectly -

- (a) accepts or agrees or offers to accept any gratification from any other person, whether for the benefit of himself or herself or for the benefit of another person; or
- (b) gives or agrees or offers to give to any other person any gratification, whether for the benefit of that other person or for the benefit of another person., in order to act personally or by influencing another person so to act, in a manner—
 - (i) that amounts to the-
 - (aa) illegal, dishonest, unauthorised, incomplete, or biased; or
 - (bb) misuse or selling of information or material acquired in the course of the exercise, carrying out or performance of any powers, duties or functions arising out of a constitutional, statutory, contractual or any other legal obligation;
 - (ii) that amounts to-
 - (aa) the abuse of a position of authority;
 - (bb) a breach of trust; or
 - (cc) the violation of a legal duty or a set of rules;
 - (iii) designed to achieve an unjustified result; or
 - (iv) that amounts to any other unauthorised or improper inducement to do or 45 not to do anything, of the, is guilty of the offence of corruption.

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“CSD” means the Central Supplier Database maintained by National Treasury;

“employee”, in relation to –

- (a) a department, means a person contemplated in section 8 of the Public Service Act, 1994 but excludes a person appointed in terms of section 12A of that Act; and
- (b) a public entity, means a person employed by the public entity;

“entity” means any -

- (a) association of persons, whether or not incorporated or registered in terms of any law, including a company, corporation, trust, partnership, close corporation, joint venture or consortium; or
- (b) sole proprietorship;

“entity conducting business with the Institution” means an entity that contracts or applies or tenders for the sale, lease or supply of goods or services to the Province;

“Family member” means a person's -

- (a) spouse; or
- (b) child, parent, brother, sister, whether such a relationship results from birth, marriage or adoption or some other legal arrangement (as the case may be);

“intermediary” means a person through whom an interest is acquired, and includes a representative or agent or any other person who has been granted authority to act on behalf of another person;

“Institution” means –

a provincial department or provincial public entity listed in Schedule 3C of the Act;

“Provincial Government Western Cape (PGWC)” means

(a) the Institution of the Western Cape, and

(b) a provincial public entity;

"RWOEE" means -

Remunerative Work Outside of the Employee's Employment

"spouse" means a person's -

(a) partner in marriage or civil union according to legislation;

(b) partner in a customary union according to indigenous law; or

(c) partner with whom he or she cohabits and who is publicly acknowledged by the person as his or her life partner or permanent companion.

8. Regulation 13(c) of the Public Service Regulations (PSR) 2016, effective 1 February 2017, prohibits any employee from conducting business with an organ of state, or holding a directorship in a public or private company doing business with an organ of state unless the employee is a director (in an official capacity) of a company listed in schedules 2 and 3 of the Public Finance Management Act.
 - a) Therefore, by 31 January 2017 all employees who are conducting business with an organ of state should either have:
 - i. resigned as an employee of the government institution or;
 - ii. cease conducting business with an organ of state or;
 - iii. resign as a director/ shareholder/ owner/ member of an entity that conducts business with an organ of state.
9. Any legal person, or their family members, may make an offer or offers in terms of this invitation to bid. In view of potential conflict of interest, in the event that the resulting bid, or part thereof, be awarded to family members of persons employed by an organ of state, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where the bidder is employed by the Institution.
10. The bid of any bidder may be disregarded if that bidder or any of its directors have abused the institution's supply chain management system; committed fraud or any other improper conduct in relation to such system; or failed to perform on any previous contract.
11. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
12. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorises accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
13. Communication between partners in a joint venture or consortium will not be construed as collusive bidding.
14. In addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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SECTION A: DETAILS OF THE ENTITY

A1.	CSD Registration Number IMPORTANT: PLEASE NOTE:	MAAA.....
A2	Name of the Entity	
A3.	Entity registration Number (where applicable)	
A4.	Entity Type	
A5.	Tax Reference Number	

Full details of directors, shareholder, member, partner, trustee, sole proprietor or any persons with a right or entitlement to share in profits, revenue or assets of an entity, of the entity should be disclosed in the Table A below.

TABLE A

FULL NAME	DESIGNATION (Where a director is a shareholder, both should be confirmed.)	IDENTITY NUMBER	PERSONAL TAX REFERENCE NO.	PERCENTAGE INTEREST IN THE ENTITY

(if not enough space, attach additional pages)

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SECTION B: DECLARATION OF THE BIDDER'S INTEREST

The supply chain management system of an institution must, irrespective of the procurement process followed, prohibit any award to an employee of the state, who either individually or as a director of a public or private company or a member of a close corporation, seek to conduct business with the WCG, unless such employee is in an official capacity a director of a company listed in Schedule 2 or 3 of the PFMA as prescribed by the Public Service Regulation 13 (c).

Furthermore, an employee employed by an organ of state conducting remunerative work outside the public enterprise should first obtain the necessary approval (RWOPS), failure to submit proof of such authority, where applicable, may result in disciplinary action.

B1.	Are any persons listed in Table A identified on the CSD as employees of the Institution? (If yes, refer to Public Service Circular EIM 1/2016 to exercise the listed actions)	<input type="checkbox"/> NO	<input type="checkbox"/> YES
B2.	Are any employees of the entity also employees of an organ of state? (If yes complete Table B and attach their approved "RWOP")	<input type="checkbox"/> NO	<input type="checkbox"/> YES
B3.	Are any family members of the persons listed in Table A employees of an organ of state? (If yes complete Table B)	<input type="checkbox"/> NO	<input type="checkbox"/> YES

TABLE B

Details of persons connected with the bidder who are employees of the Institution as defined should be disclosed in Table B below.

FULL NAME OF EMPLOYEE	IDENTITY NUMBER	DEPARTMENT/ ENTITY OF EMPLOYMENT	DESIGNATION / RELATIONSHIP TO BIDDER**	INSTITUTION EMPLOYEE NO./PERSAL NO. (Indicate if not known)

(if not enough space, attach additional pages)

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SECTION C: PERFORMANCE MANAGEMENT AND BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES*To enable the prospective bidder to provide evidence of past and current performance.*

C1. Did the entity conduct business with an organ of state in the last twelve months?
(If yes complete Table C)

NO	YES
----	-----

C2.
TABLE C

Complete the below table to the maximum of the last 5 contracts.

NAME OF CONTRACTOR	PROVINCIAL DEPARTMENT OR PROVINCIAL ENTITY	TYPE OF SERVICES OR COMMODITY	CONTRACT / ORDER NUMBER	PERIOD OF CONTRACT	VALUE OF CONTRACT

(if not enough space, attach additional pages)

C3. Is the entity or its principals listed on the National Database as companies or persons prohibited from doing business with the public sector?

NO	YES
----	-----

C4. Is the entity or its principals listed on the National Treasury Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004)?

NO	YES
----	-----

(To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.)

C5. If yes to C3 or C4, were you informed in writing about the listing on the database of restricted suppliers or Register for Tender Defaulters by National Treasury?

NO	YES	N/A
----	-----	-----

C6. Was the entity or persons listed in Table A convicted for fraud or corruption during the past five years in a court of law (including a court outside the Republic of South Africa)?

NO	YES
----	-----

C7. Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?

NO	YES
----	-----

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SECTION D: DULY AUTHORISED REPRESENTATIVE TO DEPOSE TO AFFIDAVIT

This form must be signed by a duly authorised representative of the entity in the presence of a commissioner of oaths

I, hereby swear/affirm;

- (i) that the information disclosed above is true and accurate;
- (ii) that I have read understand the content of the document;
- (iii) that I have arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.
- (iv) that the entity undertakes to independently arrive at any offer at any time to the Institution without any consultation, communication, agreement or arrangement with any competitor. In addition, that there will be no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specification, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates;
- (v) that the entity or its representative are aware of and undertakes not to disclose the terms of any bid, formal or informal, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract; and
- (vi) that there have been no consultations, communications, agreements or arrangements made with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution: and that my entity was not involved in the drafting of the specifications or terms of reference for this bid.

.....

DULY AUTHORISED REPRESENTATIVE'S SIGNATURE

WESTERN CAPE GOVERNMENT: HEALTH
DIRECTORATE: SUPPLY CHAIN
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I certify that before administering the oath/affirmation I asked the deponent the following questions and wrote down his/her answers in his/her presence:

Do you know and understand the contents of the declaration? ANSWER:

Do you have any objection to taking the prescribed oath? ANSWER:

Do you consider the prescribed oath to be binding on your conscience? ANSWER:.....

Do you want to make an affirmation? ANSWER:

I certify that the deponent has acknowledged that he/she knows and understands the contents of this declaration, which was sworn to/affirmed and the deponent's signature/thumbprint/mark was place thereon in my presence.

..... SIGNATURE FULL NAMES

Commissioner of Oaths

Designation (rank)ex officio: Republic of South Africa

Date:..... Place

Business Address:

Number of additional pages appended by the tenderer to this Schedule:(If nil, enter NIL).

If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701

This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.

WESTERN CAPE GOVERNMENT
DEPARTMENT OF HEALTH & WELLNESS

FRAMEWORK FOR MAINTENANCE OF HEALTH FACILITIES FOR WCGHW FOR A PERIOD OF THREE (3) YEARS.

SCHEDULE 5: Record of Addenda to Tender Documents

We confirm that the following communications / addenda / notice(s) to tenderers received from the *Employer* before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer (If no addenda/notices, mark this schedule NIL, if not enough space, attach additional pages):

ADDENDUM No	DATE	TITLE OR DETAILS
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Documentary evidence of addenda / notices issued to tenderers indicating proof of receipt must accompany this Schedule.

AUTHORISED SIGNATURE OF TENDERER

WESTERN CAPE GOVERNMENT: HEALTH	
DIRECTORATE: SUPPLY CHAIN (INFRASTRUCTURE SOURCING)	
BID OPENED 11:00	
2025-09-03	
1).....	2).....
SIGNED	SIGNED

Date:.....

Number of additional pages appended by the tenderer to this Schedule:(If nil, enter NIL)

CURRENT CONTRACTS			
EMPLOYER (NAME, TEL No and FAX No)	NATURE OF WORK	VALUE (R)	ANTICIPATED COMPLETION DATE

(Append separate page if not enough space)

AUTHORISED SIGNATURE OF TENDERER

WESTERN CAPE GOVERNMENT: HEALTH	
DIRECTORATE: SUPPLY CHAIN (INFRASTRUCTURE SOURCING)	
BID OPENED 11:00	
2025-09-03	
1)..... SIGNED	2)..... SIGNED

Date:.....

Number of additional pages appended by the tenderer to this Schedule:(If nil, enter NIL)

WESTERN CAPE GOVERNMENT
DEPARTMENT OF HEALTH & WELLNESS

FRAMEWORK FOR MAINTENANCE OF HEALTH FACILITIES FOR WCGHW FOR A PERIOD OF THREE (3) YEARS.

SCHEDULE 7: Clarification Meeting Certificate

Note: This clarification meeting certificate must be taken along to the meeting, completed and signed by a duly authorised owner / shareholder (see 4.7 (e) of this tender document) of the tenderer, able to comprehend and interpret site conditions and information conveyed, thereby enabling the tenderer to put forward an informed tender, with full understanding of the factors likely to influence the work and cost thereof. This certificate **MUST** be countersigned by a representative of the *Employer* at the time of the meeting, failure of which will render the tender non-compliant and invalid. The attendance register at the site/clarification meeting must also be signed by the tenderer.

This is to certify that I,
 (Name)

representing:
 (Tenderer)

attended the site clarification meeting on:
 (Date)

held at:
 (Place)

I am sufficiently knowledgeable and experienced to be able to understand all aspects of the tender and work to be undertaken as described in this tender document. I have made myself familiar, as far as is practically possible, with all local conditions, risks, contingencies and other circumstances likely to influence the execution of the work and the cost thereof. I further certify that I am satisfied with the description of the work and explanations given at the clarification meeting and that I understand fully the work to be done, as specified and implied, in the execution of this contract.

SIGNED ON BEHALF OF TENDERER

SIGNED ON BEHALF OF <i>Employer</i>

WESTERN CAPE GOVERNMENT: HEALTH DIRECTORATE: SUPPLY CHAIN (INFRASTRUCTURE SOURCING) BID OPENED 11:00	
2025-09-03	
1)..... SIGNED	2)..... SIGNED

Name of *Employer's* Representative:

Date:

2025-09-03

1).....
SIGNED

2).....
SIGNED

WESTERN CAPE GOVERNMENT DEPARTMENT OF HEALTH & WELLNESS

FRAMEWORK FOR MAINTENANCE OF HEALTH FACILITIES FOR WCGHW FOR A PERIOD OF THREE (3) YEARS.

SCHEDULE 8: Certificate of Authority for Joint Ventures

This Returnable Schedule is to be completed by tenderers who are offering to contract as a joint venture entity.

We, the undersigned, are making this submission in joint venture and hereby authorise Mr/Ms
.....

....., authorised signatory of the company

....., acting in the capacity of lead partner, to sign all documents in connection with

the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		<div>.....</div> <div>Signature</div> <div>Name:</div> <div>Designation:</div>
		<div>.....</div> <div>Signature</div> <div>Name:</div> <div>Designation:</div>
		<div>.....</div> <div>Signature</div> <div>Name:</div> <div>Designation:</div>
		<div>.....</div> <div>Signature</div> <div>Name:</div> <div>Designation:</div>

2025-09-03

1)..... 2).....
SIGNED SIGNED

**WESTERN CAPE GOVERNMENT
DEPARTMENT OF HEALTH & WELLNESS**

**NEC3 FRAMEWORK CONTRACT (FC3)
Package Order Type: NEC3 ECSC3
16B – Delivery & Maintenance of Infrastructure
A contract between the Department of Health
and**

Name of Supplier:

FRAMEWORK FOR MAINTENANCE OF HEALTH FACILITIES FOR WCGHW FOR A PERIOD OF THREE (3) YEARS.

The Contract

Part C1: Agreement and Contract Data	Page 44
C1.1 Form of Offer and Acceptance	Page 44
C1.2 Contract Data	Page 48
Contract Data Part One: Data provided by the <i>Employer</i>	Page 48
Contract Data Part Two: Data provided by the <i>Supplier</i>	Page 53
Framework Information	Page 55
Part C2: Pricing Data	Page 59
C2.1 Pricing assumptions & instructions	Page 59
C2.2 Pricing schedule	Page 62
Part C3: Scope of Work	Page 64
Scope: Works Information	Page 65
Part C4: Site Information	Page 106
Appendix: Drawings, schematics & annexures	Page 107

NOTE: The complete contract documentation comprises the following:

- This document, from page 1 up to and including the last page (page 107) in the document page count, including relevant annexures in the Appendix;
- All items included by reference or otherwise in this document;
- All addenda/notices issued by the *Employer* to tenderers prior to tender closing;
- All deviations included in the Schedule of Deviations on page 46 of this document, if any are permitted; and
- All additional pages appended by the tenderer to returnable Contract Schedules which are accepted by the *Employer*.

**WESTERN CAPE GOVERNMENT
DEPARTMENT OF HEALTH & WELLNESS**

FRAMEWORK FOR MAINTENANCE OF HEALTH FACILITIES FOR WCGHW FOR A PERIOD OF THREE (3) YEARS.

C1.1 Form of Offer and Acceptance

WESTERN CAPE GOVERNMENT: HEALTH
DIRECTORATE: SUPPLY CHAIN
(INFRASTRUCTURE SOURCING)
BID OPENED 11:00

2025-09-03

1)..... 2).....
SIGNED SIGNED

SCHEDULE 9: The Supplier's Offer

The *Employer*, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of: **Tender No: WCGHIC0008/2024: FRAMEWORK FOR MAINTENANCE OF HEALTH FACILITIES FOR WCGHW FOR A PERIOD OF THREE (3) YEARS WITH AN OPTION TO EXTEND FOR A FURTHER TWO (2) YEARS (SUBJECT TO CONTRACTOR'S PERFORMANCE).**

The tenderer, identified in the offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the tender returnables and, by submitting this offer, has accepted the Conditions of Tender.

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the tenderer offers to perform all of the obligations and liabilities of the *Supplier* under the contract including compliance with all its terms and conditions according to their true intent and meaning, for an amount to be determined in accordance with the *conditions of contract* identified in the Contract Data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:

.....

.....Rand (in words);

R..... (in figures).

This Offer may be accepted by the *Employer* by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, whereupon the tenderer becomes the party named as the *Supplier* in terms of the conditions of contract identified in the Contract Data.

Signature(s): _____

Name(s): _____

Capacity: _____

for the tenderer

(Name and address of organisation)

Name and signature of witness _____

Date _____

The Employer's Acceptance

By signing this part of this Form of Offer and Acceptance, the *Employer* identified below accepts the tenderer's Offer. In consideration thereof, the *Employer* shall pay the *Supplier* the amount due in accordance with the *conditions of contract* identified in the Contract Data. Acceptance of the tenderer's Offer shall form an agreement between the *Employer* and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

- Part C1: Agreement and Contract Data, (which includes this agreement)
- Part C2: Pricing data
- Part C3: Scope of work
- Part C4: Site information

and drawings, schedules and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto as listed in the returnable schedules, as well as any changes to the terms of the offer agreed by the tenderer and the *Employer* during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the Schedule of Deviations (if any), contact the *Employer's Agent* (whose details are given in the Tender Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the *conditions of contract* identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the tenderer (now *Supplier*) within five working days of the date of such receipt notifies the *Employer* in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

Signature(s): _____

Name(s): _____

Capacity: _____

for the Employer

(Name and address of organisation)

**Name and signature
of witness**

Date_____

WESTERN CAPE GOVERNMENT: HEALTH
DIRECTORATE: SUPPLY CHAIN
(INFRASTRUCTURE SOURCING)
BID OPENED 11:00

2025-09-03

1)..... 2).....
SIGNED SIGNED

Schedule of Deviations

(Append separate page if not enough space, and if nil, enter NIL)

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

NIL

By the duly authorised representatives signing this Agreement, the *Employer* and the tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and any addenda thereto as listed in the Returnable Schedules, as well as any confirmation, clarification or changes to the terms of the Offer agreed by the tenderer and the *Employer* during this process of Offer and Acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this agreement, shall have any meaning or effect in the contract between the parties arising from this Agreement.

WESTERN CAPE GOVERNMENT: HEALTH
 DIRECTORATE: SUPPLY CHAIN
 (INFRASTRUCTURE SOURCING)
 BID OPENED 11:00

2025-09-031).....
SIGNED2).....
SIGNED

For the Tenderer:

AUTHORISED SIGNATURE OF TENDERER

Name:

Capacity:

Name and address of organisation:

.....

Name and signature of witness:

.....

Date:

For the Employer:

WESTERN CAPE GOVERNMENT
DEPARTMENT OF HEALTH
4 Dorp Street
Cape Town
8000

SIGNATURE OF <i>Employer</i>

WESTERN CAPE GOVERNMENT: HEALTH DIRECTORATE: SUPPLY CHAIN (INFRASTRUCTURE SOURCING) BID OPENED 11:00	
2025-09-03	
1)..... SIGNED	2)..... SIGNED

Name:

Capacity:

Name and signature of witness:

.....

Date:

Number of additional pages appended by the tenderer to this schedule:(If nil, enter NIL).

WESTERN CAPE GOVERNMENT DEPARTMENT OF HEALTH & WELLNESS

FRAMEWORK FOR MAINTENANCE OF HEALTH FACILITIES FOR WCGHW FOR A PERIOD OF THREE (3) YEARS WITH AN OPTION TO EXTEND FOR A FURTHER TWO (2) YEARS (SUBJECT TO CONTRACTOR'S PERFORMANCE.

Contract Data

C1.2 Contract Data Part One

Data Provided by the Employer

The Data which will apply to all work under the Framework Contract is

- The *conditions of contract* are the clauses of the NEC3 Framework Contract (April 2013) available from the South African Institution of Civil Engineering (011-805-5947) or Engineering Contract Strategies (011-803-3008). Tenderers must obtain copies at their own cost.
- The Employer is (Clause 10.1):
 WESTERN CAPE GOVERNMENT
 DEPARTMENT OF HEALTH
 Address: 4 DORP STREET
 CAPE TOWN
 8001
- The Framework Information is **in this Part C1: Agreement and Contract Data** of this document (Clause 11.2(2)).
- The scope is in the Works information in **Part C3: Scope of Work** of this document (Clause 20.1).
- The *selection procedure* is **in the Framework Information** in this document (Clause 20.1).
- The *quotation procedure* is **in the Framework Information** in this document (Clause 22.2).
- The *end date* is **the date following a period of 3 (three) years after the date of issue of the letter of notification of appointment in terms of this Framework Contract to the Supplier by the Employer** (Clause 30.1).
- The additional conditions are:
 - FZ1 Removal of a *Supplier's* employee
 The Employer may, having stated his reasons, instruct the *Supplier* to remove an employee. The *Supplier* then arranges that, after one day, the employee has no further connection with the work included in this contract.
 - FZ2 No gifts/tokens/invitations from the *Supplier* to Employer's officials
 Although there are formal prescripts and mechanisms in place to regulate and record the receipt of small tokens/gifts/invitations from suppliers and service providers, officials of the Employer are actively discouraged from accepting any such gifts/tokens/invitations. In terms of this contract, the *Supplier* shall not offer any gift/token/invitation which carries any monetary benefit, irrespective of value, directly or indirectly, to any official in the Employer's service, before or after completion of this contract.
 - FZ3 Extension of the Framework Contract: Deferment of the *end date*
 The Employer reserves the option to defer the *end date* of this Framework Contract as a once-off occurrence only. The *end date* is deferred if
 - deferment is notified by the Employer to Suppliers before or on the current *end date*, and
 - the period of deferment of the *end date* does not exceed the allowed maximum stated in the Contract Data.
 Contract Data for FZ3:
 - The allowed maximum period of deferment of the *end date* for this contract is **24 months** (Clause FZ3).

WESTERN CAPE GOVERNMENT: HEALTH
 DIRECTORATE: SUPPLY CHAIN
 (INFRASTRUCTURE SOURCING)
 BID OPENED 11:00

2025-09-03

1)..... 2).....
 SIGNED SIGNED

FZ4 Contractors Performance Evaluation (Annexure 3)

- The Contractor's performance will be evaluated on each Work Package based on the Contractor Performance Evaluation Scorecard. Should the Contractor's performance be considered poor, the Contractor may be excluded from future invitations for Work Packages (Annexure 3)

The Data which will apply to all Time Charge Orders is

- Time Charge Orders do not form part of this Framework Contract.

The Data which will apply to all Package Orders is**1 General**

- The *Employer* is **as stated in the contract data of the Work Package quotation enquiry document** (Clause 10.1).
- The *completion date* is **as stated in the contract data of the Work Package quotation enquiry document**. (Clause 11.2(2)).
- The *site* is **as stated in the contract data of the Work Package quotation enquiry document** (Clause 11.2(12)).
- The *works* are **as stated in the contract data of the Work Package quotation enquiry document** (Clause 11.2(13)).
- The *period for reply* is **2 weeks** (Clause 13.2).

3 Time

- The *starting date* is **as stated in the contract data of the Work Package quotation enquiry document** (Clause 30.1).

4 Defects

- The *defects date* is **as stated in the contract data of the Work Package quotation enquiry document** (Clause 40.1).
- The *defect correction period* is **2 weeks** (Clause 41.3).

5 Payment

- The *delay damages* are **as stated in the contract data of the Work Package quotation enquiry document** (Clause 50.5).
- The *assessment day* is **as stated in the contract data of the Work Package quotation enquiry document** (Clause 50.1).
- The *retention amount* for package orders equals a maximum of **5% (five percent) excluding VAT of the Work Package contract value**, attained by payment reduction of 10% (ten percent) of the value of work done in each payment certificate until the *retention* amount is reached (Clause 50.6).
- The *Employer* certifies a payment within one week of receipt of the *Contractor's* application for payment. The *Employer* corrects any wrongly assessed amounts due (Clause 50.4).
- The *Contractor* prepares a tax invoice for the exact amount certified. The *Contractor* submits the tax invoice together with the corresponding payment certificate to the *Employer* for payment. Incomplete and incorrect payment submissions are returned within one week to the *Contractor* for correction. Payment is made within thirty days of receipt of a complete and correct *Contractor's* payment submission (Clause 51.1).

WESTERN CAPE GOVERNMENT: HEALTH
DIRECTORATE: SUPPLY CHAIN
(INFRASTRUCTURE SOURCING)
BID OPENED 11:00

2025-09-03

1).....
SIGNED

2).....
SIGNED

8 Indemnity, insurance and liability

- 8.1 Limitation of Liability (clause 80.1)**

The *Contractor* is liable to the *Employer* for loss of or damage to the *Employer's* property up to a value of **200% of the Work Package value exclusive of VAT or a minimum of R1 000 000 cover exclusive of VAT, whichever is greater**, for any one event (Clause 80.1).

- 8.2 Insurance cover (clause 82.1)**

The minimum amount of cover for the first insurance stated in the Insurance Table is up to a value of 200% of the Work Package value exclusive of VAT or a minimum of R1 000 000 cover exclusive of VAT, whichever is greater, for any one event (Clause 82.1) (Works insurance)

- The minimum amount of cover for the second insurance stated in the Insurance Table is the replacement cost of the contractor's equipment, plant and materials to be utilised for the project (Clause 82.1) (Contractor's all risk insurance)
- The minimum amount of cover for the third insurance stated in the Insurance Table is **R10 000 000 (ten million rand)** (Clause 82.1). (Public liability)
- The minimum amount of cover for the fourth insurance stated in the Insurance Table is **R10 000 000 (ten million rand)** (Clause 82.1). (Insurance for Contractor's employees)

WESTERN CAPE GOVERNMENT: HEALTH
DIRECTORATE: SUPPLY CHAIN
(INFRASTRUCTURE SOURCING)
BID OPENED 11:00

2025-09-03

1)..... 2).....
SIGNED SIGNED

9 Termination and dispute resolution

- The *Adjudicator* is the person selected by the Parties as follows: A Party may at any time notify the other Party of the names of two persons chosen from the panel of NEC *Adjudicators* set up by the Joint Civils Division of the Institution of Civil Engineers (ICE)(UK) and the South African Institution for Civil Engineering (SAICE) (see www.jointcivils.co.za) whose availability to act as the *Adjudicator*, has been confirmed by the notifying Party. The other party selects one of the two persons chosen to be the *Adjudicator* within the *period for reply* of receiving the notice, failing which the person chosen by the notifying Party will be the *Adjudicator*. The Parties appoint the *Adjudicator* under the NEC3 *Adjudicator's Contract*, April 2013. (Clause 93.1).
- The *Adjudicator nominating body* is The Chairman of the Joint Civils Division of the Institution of Civil Engineers (ICE)(UK) and the South African Institution for Civil Engineering (SAICE) (see www.jointcivils.co.za) (Clause 93.2(2)).
- The *tribunal* is **arbitration** (Clause 93.4).
- The *arbitration procedure* is **as set out in the Rules of the Arbitration Foundation of Southern Africa** (Clause 93.4).

The *conditions of contract* are the NEC3 Engineering and Construction Short Contract (April 2013, available from the South African Institution of Civil Engineering 011-805-5947 or Engineering Contract Strategies 011-803-3008, tenderers to obtain copies at their own cost) and the following additional conditions:

Z1 No clause

Z2 Identified and defined terms

The Contract Date is the date the Package Order contract came into existence.

The Framework Contract Date is the date the Framework Contract came into existence.

Z3 Acts or omissions by mandataries

In terms of Section 37(2) of the Occupational Health and Safety Act of 1993 (Act 85 of 1993), the *Contractor* hereby agrees that the *Employer* is relieved of any and all of its liabilities in terms of Section 37(1) of this Act in respect of any acts or omissions of the *Contractor* and his employees to the extent permitted by this Act, and that this contract comprises the written agreement between the *Employer* and the *Contractor* contemplated in section 37(2).

Z4 Maintenance of mandatory registrations

The *Contractor* ensures that his registrations with the Construction Industry Development Board (cidb) and as a supplier on the Western Cape Supplier Database (WCSEB) and Central Supplier database (CSD) are maintained until the Completion of the whole of the works. Failure to comply with this clause will invalidate the *Contractor* for consideration at the time of selection.

Z5 Compliance with good labour practice

The *Contractor* is registered with, and provides a Certificate of Compliance issued by, the Building Industry Bargaining Council (BIBC) in terms of clause 6A of the Collective Agreement as published in the Government Gazette No 25769 dated 28 November 2003. The *Contractor* complies with all BIBC requirements in terms of registration and remuneration of employees in the Working Areas and remains in good standing with the BIBC during the execution of the contract.

Where the BIBC is not applicable in areas of the Western Cape Province, contractors must be registered with the applicable bargaining council for building work in the areas the contractor intends working, and is required to provide a certificate or suitable proof of compliance with the bargaining council registration applicable for that area.

Z6 No Clause**Z7 Price adjustment for inflation****Z7.1 Price adjustment factor**

- All rates will be adjusted on the anniversary of the contract by applying Haylett Workgroup 180 as prepared by Statistics South Africa (www.statssa.gov.za).

Z7.2 Price adjustment

After each anniversary, amounts due includes an amount for price adjustment which is

- For the rates and lump sums in the Price List, the change in the rates and lump sums included in the Price for Work Done to Date since the last assessment of the amount due multiplied by the price adjustment factor calculated at the last anniversary before the assessment.

Z7.3 Compensation events

The Defined Cost for compensation events is assessed using the Defined Cost current at the time of assessing the compensation event.

Z7.4 Exemptions and constraints

Exemptions and constraints applicable to price adjustment for this contract are as stated in the Contract Data.

Z8 No Clause**Z9 No gifts/tokens/invitations from the Contractor to Employer's officials**

Officials of the *Employer* are actively discouraged from accepting any such gifts/tokens/invitations. In terms of this contract, the *Contractor* shall not offer any gift/token/invitation which carries any monetary benefit, irrespective of value, directly or indirectly, to any official in the *Employer's* service, before or after completion of this contract.

Z10 No clause**Z11 Non-working days and the December/January builders' break**

Z11.1 Non-working days stated in the Contract Data are added to delays to the Completion Date assessed due to compensation events.

Z11.2 Inclusion or exclusion of the annual December/January builders' break in determining and influencing the Completion Date set at the Contract Date is as stated in the Contract Data, omission of which means EXCLUSION by default.

If Completion is delayed until after the start of the builders' break, the full period of the builders' break is added in addition to delays to the Completion Date due to compensation events **only if**

- the annual builders' break was EXCLUDED when setting the Completion Date at the Contract Date, and
- the delay to Completion is not the *Contractor's* fault.

Z11.3 If either Party issues a communication in terms of this contract to the other at any time during the builders' break, the *period for reply* is extended by the remainder of the period of the builders' break at the time of the communication.

Contract Data for Z11:

- Non-working days when assessing delays to the Completion Date due to compensation events are **as stated in the contract data of the Work Package quotation enquiry document** (Clause Z11.1).
- Inclusion or exclusion of the annual builders' break of approximately 4 weeks in December/January is **as stated in the contract data of the Work Package quotation enquiry document** (Clause Z11.2).

WESTERN CAPE GOVERNMENT: HEALTH
DIRECTORATE: SUPPLY CHAIN
(INFRASTRUCTURE SOURCING)
BID OPENED 11:00

2025-09-03

1)..... 2).....
SIGNED SIGNED

Z12 No clause

Z13 The *Contractor* provides this additional insurance to the insurances listed in the Insurance Table: A Coupon Policy for Special Risks Insurance issued by the South African Special Risks Insurance Association (SASRIA).

Z14 No clause

Z15 No clause

Z16 Payment of subcontractors by the *Contractor*

The *Contractor* pays a subcontractor in accordance with their subcontracting agreement, for all subcontracted work, which in terms of this contract has been certified and paid to the *Contractor*.

Z17 No clause

Z18 No clause

Z19 Cost of preparation of quotations for compensation events

All costs associated with the preparation of quotations for compensation events for this contract are the *Contractor's* risk and are not reimbursable by the *Employer*.

Z20 *Contractor's* site attendance register

The *Contractor* keeps an attendance register detailing identity, sign-in and sign-out by all his employees to the site or location where the works or service is provided, details of which are made available to the *Employer* upon request.

WESTERN CAPE GOVERNMENT: HEALTH DIRECTORATE: SUPPLY CHAIN (INFRASTRUCTURE SOURCING) BID OPENED 11:00	
2025-09-03	
1)..... SIGNED	2)..... SIGNED

**WESTERN CAPE GOVERNMENT
DEPARTMENT OF HEALTH & WELLNESS**

FRAMEWORK FOR MAINTENANCE OF HEALTH FACILITIES FOR WCGHW FOR A PERIOD OF THREE (3) YEARS.

Contract Data

C1.2 Contract Data Part Two

SCHEDULE 10: Data provided by the Supplier

The Data which will apply to all work under the Framework Contract is

- The *Supplier* is (Clause 10.1):
 Name:
 Address:

 Telephone: Fax:
 Email Address:
- The *Supplier's* nominees to serve on the Framework Core Management Group described in the Framework Information are as listed in **Schedule 11: Supplier's Nominees for Framework Core Management Group** of this document (Clause 11.2(2)).
- The quotation information is **Part C2: Pricing Data** of this document (Clause 22.2).

The Data which will apply to all Time Charge Orders is

- Time Charge Orders do not form part of this Framework Contract.

The Data which will apply to all Package Orders is

1 General

- The *Contractor* is (Clause 10.1):
 Name:
 Address:

 Telephone: Fax:
 Email Address:

**WESTERN CAPE GOVERNMENT: HEALTH
DIRECTORATE: SUPPLY CHAIN
(INFRASTRUCTURE SOURCING)
BID OPENED 11:00**

2025-09-03

1)..... 2).....
 SIGNED SIGNED

- The quoted total of the prices is in **the location as stated in the contract data of the Work Package quotation enquiry document** (Clause 11.2(10)).
- The Price List is in **the location as stated in the contract data of the Work Package quotation enquiry document** (Clause 11.2(10)).
- The maximum percentage for overheads and profit added to the Defined Cost for people is **15%** (Clause 11.2(5)).
- The maximum percentage for overheads and profit added to other Defined Cost is **15%** (Clause 11.2(5)).

AUTHORISED SIGNATURE OF TENDERER

Date:.....

WESTERN CAPE GOVERNMENT: HEALTH DIRECTORATE: SUPPLY CHAIN (INFRASTRUCTURE SOURCING) BID OPENED 11:00	
2025-09-03	
1)..... SIGNED	2)..... SIGNED

WESTERN CAPE GOVERNMENT

DEPARTMENT OF HEALTH & WELLNESS

FRAMEWORK FOR MAINTENANCE OF HEALTH FACILITIES FOR WCGHW FOR A PERIOD OF THREE (3) YEARS.

Contract Data

Framework Information

1. OBJECT AND OPERATION OF THE FRAMEWORK

- The object of this Framework is to enable the *Employer* to invite tenders and to appoint one or more *Suppliers* to carry out work over the Framework contract term in respect of Tender No **WCGHIC0008/2024: FRAMEWORK FOR MAINTENANCE OF HEALTH FACILITIES FOR WCGHW FOR A PERIOD OF THREE (3) YEARS** on an "as instructed" basis within its defined scope, based on the *quotation information* provided by the *Supplier* in the Pricing Schedule of this document. The goal of this approach is to speed up and streamline procurement of works and/or services required by the *Employer* from the open market in order to fulfil his strategic objectives, while maintaining transparency and equitability of the procurement process.
- No guarantees are made by the *Employer* that the *Supplier* will be issued with a minimum number of Package Orders instructing the execution of Work Packages during the set contract term.
- The *Employer* issues Package Orders for the execution of Work Packages during the set term of the contract based on best value and best serving the strategic objectives of the *Employer*.

2. MANAGEMENT OF THE FRAMEWORK

2.1 The Framework Core Management Group

- A Framework Core Management Group (the "Group") of people is established at a meeting called by the *Employer* within the first 4 (four) weeks of commencement of the contract. The Group is responsible for operating and maintaining the Framework relationship to facilitate continuity, effectiveness, communication and early warning at the Framework level.
- The Group consists of nominated representatives each of the *Employer* and the *Supplier*. The *Supplier* nominates 2 (two) representatives on the returnable Schedule 11: Supplier's Nominees for Framework Core Management Group in this document. Up to 4 (four) *Employer's* representatives are nominated at the Group's establishment meeting. Both the *Employer* and the *Supplier* are free to replace their representatives at any time and for any reason during the Framework contract term.
- If the *Employer* is not satisfied with a nominated representative of the *Supplier*, he gives the reasons and instruction to the *Supplier* to replace the representative. The *Supplier* replaces the representative unless the reasons given by the *Employer* are illegal or impossible to comply to.
- The Group meets through meetings scheduled by the *Employer* when he deems necessary. In the event of problems or obstacles in the way of satisfactory operation of the Framework, additional ad hoc or risk reduction meetings of the Group may be called by either the *Employer* or the *Supplier*.
- The *Employer* is responsible to take minutes of all meetings, which are distributed to all Group members within 1 (one) week after the meeting.
- Expenditure to attend meetings of the Group is not a cost-reimbursable item for the *Supplier*.

2.2 Early warning at the Framework level and the Framework Risk Register

- The *Employer* and the *Supplier* give an early warning by notifying the other as soon as either becomes aware of any matter that could impair the effectiveness of the Framework. The *Employer* enters all early warning matters in the Framework Risk Register.
- The Framework Risk Register is a register of all early warning matters at the Framework level, giving a description of the risk and a description of the actions, which are to be taken to avoid or reduce the risk. Review of the Framework Risk Register is a standard entry on the agenda of all the scheduled meetings of the Framework Core Management Group.

3. THE SELECTION PROCEDURE

The *Employer* selects a *Supplier* appointed under the Framework to submit a quotation for a proposed Work Package according to the criteria and terms of this selection procedure:

3.1 Eligibility of a Supplier for selection in the Framework

A *Supplier* is eligible for selection by the *Employer* to submit a quotation for a proposed Work Package if

- the value of the Work Package does not exceed the maximum amount allowed by the *Supplier's* cidb grading designation, and
- the *Supplier* has a registered office and presence within the Western Cape. Contractors who indicated they are willing to work within a specific geographic area will be considered first for selection within such area, however, the *Employer* will not be limited to *Suppliers* within any geographic area as work will be distributed equitably.
- the *Supplier* is not currently engaged in the execution of another Work Package under this Framework, the workload of which is deemed by either the *Employer* or the *Supplier* likely to impair the *Supplier's* ability to undertake and deliver the proposed Work Package effectively, and
- the *Supplier* does not have a record of unsatisfactory performance during execution of previous Work Packages under this Framework, and if he has then
- only if the *Employer* is satisfied with remedial measures instituted by the *Supplier* to prevent a recurrence of such unsatisfactory performance in the execution of the proposed Work Package.

3.2 Selection of a Supplier in the Framework

If the *Employer* seeks quotations for proposed Work Packages under the Framework, the *Employer*

- selects a *Supplier* who is eligible for selection and
- if more than one *Supplier* is eligible for selection, the *Employer*
 - (a) selects eligible *Suppliers* under the Framework to submit competitive quotations for a proposed Work Package, or
 - (b) selects *Suppliers* in a rotational sequence to submit quotations, or
 - (c) chooses either of the aforementioned options (a) or (b) as and when required, dictated by the Framework workload, its strategic objectives and the availability of eligible *Suppliers* for selection.

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3.3 Selection execution in terms of the Framework

- The *Employer* executes the act of selection of a *Supplier* with a written issue of instruction to submit a quotation for a proposed Work Package in terms of the Framework, in the form of a prepared quotation enquiry document for the Work Package.

4. THE QUOTATION PROCEDURE

The *Supplier* provides a quotation to the *Employer* for a proposed Work Package according to this quotation procedure:

- The *Employer* gives written instruction to the *Supplier* to submit a quotation for a proposed Work Package, by issuing a quotation enquiry document called a Work Package Quotation to the *Supplier*. The *Employer* may at his own discretion issue the quotation enquiry document in either hardcopy or digital format.
- The *Supplier* gives written acknowledgement of receipt of the quotation enquiry document.
- The quotation enquiry document contains all the relevant forms, the scope of work and related information describing and defining the Work Package, including additional Contract Data. If the quotation is competing with quotations from other selected *Suppliers* under this Framework, this is expressly so stated in the quotation enquiry document.
- The *Supplier* prepares his quotation for the Work Package based on his *quotation information* (the pricing data provided by the *Supplier* in the Pricing Schedule of this document). The *Supplier's* rates and prices in his *quotation information* are binding and apply as the maximum allowable rates and prices quoted for any Work Package under this Framework. If a quotation is competing with quotations from other selected *Suppliers* under the Framework, the *Supplier* may reduce any of the rates or prices in his *quotation information* in order to improve the competitiveness of his quotation.
- The *Supplier* submits his quotation by returning the quotation enquiry document together with any other required documentation or information to the *Employer* in compliance with the instructions given in the document, on or before the closing date and time. Late or incomplete submissions are not accepted.
- The *Employer* gives reply to the *Supplier*. If the reply is acceptance of the *Supplier's* quotation, the *Employer's* signature of the *Employer's* Acceptance form in the quotation enquiry document confirms such acceptance, whereupon the document becomes what is referred to as the Package Order for the proposed Work Package.

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Contract Data

SCHEDULE 11: Supplier's nominees for Framework Core Management Group

The tenderer must nominate and provide the details for two representatives to serve on the Framework Core Management Group during the contract term.

Representative No 1

Name.....

Position.....

Qualifications.....

Contact Details.....

Representative No 2

Name.....

Position.....

Qualifications.....

Contact Details.....

AUTHORISED SIGNATURE OF TENDERER

Date:.....

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C2.1 Pricing assumptions & instructions

Pricing assumptions & instructions

1. GENERAL

- 1.1 The tenderer must price ALL items in the Price List. Non-priced items may render your tender invalid – please see the Tender Data (Clause 4.14) for details.
- 1.2 It will be assumed that prices included in the pricing schedule are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards).
- 1.3 The *Supplier* is paid for completed work i.e. work without Defects. This is a re-measurement contract and the Price List comprises items measured in terms of the standard method of measurement using quantities and rates or stated as lump sums. Value related items are not used. Time related items are items measured using rates where the rate is a unit of time.
- 1.4 The method of measurement is according to the Latest Edition of the Standard System of Measuring Builder's Work, amended 2017, published by the Association of South African Quantity Surveyors as well as the Model Preambles for Trades (Latest Edition) as recommended and published by the Association of South African Quantity Surveyors, and, where applicable, the latest release of the Civil Engineering Standard Method of Measurement: South African Edition (latest edition).
- 1.5 Information in the Price List is not Works Information or Site Information. Accordingly, instructions to do work or how it is to be done are not included in the Price List, but in the Works Information as the *Supplier* Provides the Works in accordance with the Works Information. The Price List is only a pricing document.
- 1.6 The Price List needs to be read in conjunction with the drawings identified in the Works Information, if any.
- 1.7 In the event of any ambiguity or inconsistency between the statements in the *method of measurement* and this section, the interpretation given in these pricing assumptions, the latter shall prevail.
- 1.8 The units of measurement described in the Price List are metric units abbreviated as follows:

Abbreviation	Unit
%	percent
h	hour
ha	hectare
kg	kilogram
kl	kilolitre
km	kilometre
km-pass	kilometre-pass
kPa	kilopascal
kW	kilowatt
l	litre

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m	metre
mm	millimetre
m ²	square metre
m ² -pass	square metre pass
m ³	cubic metre
m ³ -km	cubic metre-kilometre
MN	meganewton
MN.m	meganewton-metre
MPa	megapascal
No.	number
Prov sum	provisional sum
PC-sum	prime cost sum
R/only	Rate only
sum	Lump sum
t	ton (1000kg)
W/day	Work day

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- 1.9 For the purpose of the Price List, the following words have the meanings hereby assigned to them:
- Unit: The unit of measurement for each item of work as defined in the relevant Standards or Specifications stated in the Works Information of this document.
- Quantity: The number of units of work for each item.
- Rate: The agreed payment per unit of measurement.
- Price: The product of the quantity and the agreed rate for an item.
- Sum or Lump sum: An agreed amount for an item, the extent of which is described in the pricing schedule but the quantity of work of which is not measured in any units.
- 1.10 Descriptions in the Price List are abbreviated and comply generally with those in the Standards or Specifications stated in Works Information of this document.
- 1.11 The Prices and rates stated for each item in the Price List shall be treated as being fully inclusive of all work, risks, liabilities, obligations, overheads, profit and everything necessary as incurred or required by the *Supplier* in carrying out or providing that item.
- 1.12 All Prices in the Price List exclude VAT, while the total of Prices reflected in the Form of Offer and Acceptance includes VAT.
- 1.13 Where the Works Information requires detailed shop drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered for such items.
- 1.14 The *Supplier* shall supply to the *Employer* such Price List in an MS Excel format on the same date as the closing date stated in the Tender Data T1.2. The electronic version of the Price List shall exactly match the hard copy version of the Price List.

2. COMPENSATION EVENTS

- 2.1 Payment for items in the Price List which are associated with any budgetary allowances, provisional sums and prime costs are dealt with in the same manner as payment for compensation events, i.e. Defined Cost plus the percentage/s for overheads and profit as stated in the Contract Data.

3. THE TOTAL FINANCIAL OFFER FOR THIS TENDER

- 3.1 The financial offer the total of the Prices in the Price List as carried to the Pricing Summary and, subsequently, to the Form of Offer and Acceptance.

PLEASE NOTE: Framework contracts do not specify or guarantee any quantum of work at the Framework tender stage, and the financial offer of this tender is a representative amount for tender

evaluation purposes only. It does not reflect the actual value of any work to be done during the Framework contract period.

4. MATERIAL CONFLICT WITH CONDITIONS OF CONTRACT

- 4.1 PLEASE NOTE: If anything in Part C2 Pricing Data of this document materially contradicts or is in conflict with any stipulation in the *conditions of contract*, the stipulation in the *conditions of contract* shall prevail.

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C2.2 Pricing schedule

SCHEDULE 12: Pricing Summary

PLEASE NOTE:

The common rates and prices in the modified Pricing schedule (T1.2 clause 3.6.1 (c)) constitute the Framework *quotation information* which is to be used for all future quotations for Work Packages under the Framework during the set contract term, should he/she be successfully appointed as a *Supplier* under this Framework.

This Pricing Summary provides the basis for financial comparison of tenders according to the envisaged scope of work under the Framework and must be indicated below as carried from the Price List. Tenderers must ensure that the totals carried forward are accurate and correctly reflect the unit rates/prices. **TOTAL REPRESENTATIVE PRICE OFFER FOR THIS CONTRACT**

The total representative price offer, EXCLUSIVE of VAT for all work specified in the *Price List*, is as follows:

Price carried from Annexure 1 (Price List): R

Total for Above: R

Add VAT @ 15% to total for above: R

TOTAL REPRESENTATIVE PRICE OFFER: R

This total price offer is to be carried over to C1.1: Form of Offer and Acceptance on page 44 of this document.

AUTHORISED SIGNATURE OF TENDERER

Date:.....

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C2.2 Pricing schedule

SCHEDULE 13: Price List

PLEASE NOTE: The complete Price List for this contract is **Annexure 1 in the Appendix**.

IMPORTANT: Please note the following:

1. Ensure that the priced Annexure 1 is attached after the last page of this document and returned with your tender submission. Failure to do so will invalidate your tender.
2. Ensure that the pricing totals in Annexure 1 are carried as appropriate to the Pricing Summary on page 62 of this document, and the total of the Prices from there to the Form of Offer and Acceptance on page 44 of this document. Failure to do so will invalidate your tender.
3. Please check the Tender Data (Clause 4.10) for the requirements pertaining to submission of the priced document, and ensure that you comply with the stipulations thereof. Failure to comply will invalidate your tender.
4. **NB! Quantities in the Price List is projected estimates and the actual quantities will be measured and included in the individual work package orders.**

AUTHORISED SIGNATURE OF TENDERER

Date:.....

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Part C3: Scope of Work

Scope: Works Information

Preamble to the Works Information	Page 65
1. Description of the works	Page 66
2. List of drawings, schematics & annexures	Page 68
3. Specifications, standards & workmanship	Page 69
4. Constraints on Providing the Works	Page 98
5. Requirements for the programme	Page 99
6. Services and things provided by the <i>Employer</i>	Page 100
7. Schedules & forms:	
Schedule 14: Works Information required from <i>Supplier</i>	Page 101
Schedule 15: Proposed amendments by <i>Supplier</i>	Page 102
Schedule 16: <i>Supplier's</i> schedule of subcontractors	Page 103
Schedule 17: <i>Supplier's</i> health & safety plan	Page 104
Schedule 18: <i>Supplier's</i> environmental management plan	Page 105

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Scope: Works Information

Preamble to the Works Information

NEC3 defined terms and terms identified in the Contract Data

The contract to be executed in accordance with the *scope* forming part of the NEC3 *conditions of contract* as described in the Contract Data of this document. The *scope* is meant to convey all relevant information required for the execution of the contract clearly and unambiguously by following the formatting requirements of the *conditions of contract*, with due reference to defined terms and terms identified in the Contract Data.

Clause 11.1 of the *conditions of contract* stipulates that terms identified in the Contract Data are in italics, and defined terms have capital initials.

While every effort is made to ensure that the *scope* conforms in full to these formatting requirements, there will always be a possibility that some defined terms and terms identified in the Contract Data may not be formatted in the prescribed manner in the *scope*. This possibility increases when the *scope* is voluminous and comprises different parts compiled by different contributors and disciplines.

THEREFORE, PLEASE NOTE:

For the purposes of clarity and to remove any ambiguity in regard to defined terms and terms identified in the Contract Data, the following shall apply:

- All terms identified in the Contract Data which appear in the *scope* and which are not in italics, shall be read as if they are in italics, and
- all defined terms which appear in the *scope* and which do not have capital initials, shall be read as if they have capital initials.

References to Framework Supplier and Work Package Contractor

The Works Information in this Framework Contract pertains to Work Packages under which the works will be provided until the *end date*. In this context, the *Supplier* in terms of the Framework Contract is henceforth in the Works Information referred to as the *Contractor* in terms of envisaged Package Orders issued under the Framework. The Works Information contained in any Work Package is to be read in conjunction with the Works Information in this document, and together comprise the complete Works Information for any Work Package.

Material conflict with conditions of contract

PLEASE NOTE: If anything in the *scope* materially contradicts or is in conflict with any stipulation in the *conditions of contract*, the stipulation in the *conditions of contract* shall prevail.

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Scope: Works Information

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1. Description of the works

1) General

The Department of Health facilities maintenance programme entails the repairs and renovations of various buildings, workshops and store rooms, offices and various other provincial properties, etc. distributed throughout the Cape Metro, West Coast, Cape Winelands, Overberg, Garden Route and Central Karoo districts (District Municipalities).

The demands of the maintenance programme necessitates the employment of a Framework contract to facilitate faster works procurement and delivery times, as well as to improve and ensure effective management of the maintenance programme over the next three years.

Through this Framework contract the *Employer* intends to enter into a contract with one or more Suppliers, and issue instructions for work under the maintenance programme to be quoted for and executed as separate Work Packages.

The description of the Works will consist of the Multi-Disciplinary construction classes of Work.

2) Detailed Works Description

A detailed works description will form part of a proposed Work Package quotation enquiry document which will be issued to selected Supplier(s) contracted under the Framework contract, at the time when planning and design for such proposed Work Packages are ready for implementation. These details are not available nor are they necessary at the Framework tender stage (this tender process).

3) Existing Facilities to Remain Fully Operational

The work is to be executed at existing facilities that need to remain fully operational, as far as practically possible, during the execution of the package order.

- **Working hours**
Certain portions of work may need to take place after hours or on weekends so that the facility can remain fully operational during peak periods. Rates for overtime work shall be determined in accordance with applicable labour legislation, BIBC or other applicable bargaining council wage schedules, and/or calculated in accordance with actual remuneration packages for the various labour categories (proof to be provided by the Supplier). If and when required, this will be work package order specific.
- **Noise and Dust**
Noise and dust pollution must be minimised in order to minimise nuisance and disturbance to users / occupants of the various facilities.
- **Decanting**
Work may need to take place in a sectionalised manner, as certain areas will need to be decanted first before works take place in these areas.

The Supplier is to allow for moving and temporary storage of furniture and equipment, including taking down pin boards, posters, etc. Once work in the designated area is completed then

furniture, equipment, etc. is to be put back into its original position. The Supplier is to allow for all costs in this regard. However, a detailed works description will form part of the proposed Work Package quotation enquiry document which will be issued to selected Supplier(s) contracted under the Framework contract, at the time when planning and design for such proposed Work Packages are ready for implementation.

4) Description of the site and buildings

The sites consist of various provincial buildings in the various District Municipalities within the Western Cape.

Detailed building descriptions will only be available and issued with the proposed Work Package quotation enquiry document. Detailed drawings are not available nor are they necessary at this stage of the Framework Agreement tender stage.

5) Accounts and records

Final account and final payment

The *Contractor* cooperates with the *Employer* in the preparation of the final account by timeously supplying all relevant documents on request, upon completion of the whole of the works:

- The *Employer* submits the final account to the *Contractor* within 4 (four) weeks of the Completion of the whole of the works;
- The *Contractor* gives written acceptance of the final account within 2 (two) weeks of receipt thereof. On acceptance the *Employer* issues the final payment certificate within 1 (one) week of the date of acceptance to the *Contractor*;
- If the *Contractor* disputes the correctness of the final account and such dispute is not resolved within the 2 (two) week period (or such an extended period as the *Employer* may allow on a request from the *Contractor*), the final payment certificate in terms of that final account is issued by the *Employer* within 1 (one) week of the end of such period;
- The amount certified in the final payment certificate separately includes the gross amount of the final account and the amounts previously paid during the execution of the works;
- The *Employer* concurrently issues with the final payment certificate, a statement to both the *Employer* and *Contractor* showing the total amount of tax certified;
- The *Employer* pays to the *Contractor* the amount certified for payment in the final payment certificate within 4 (four) weeks of the approval of the final payment certificate, subject to the *Contractor* giving the *Employer* a tax invoice for the amount due;
- Where the final payment certificate reflects an amount in favour of the *Employer*, the *Contractor* pays the amount certified within 1 (one) week of the date of issue of the final payment certificate, subject to the *Employer* giving the *Contractor* a tax invoice for the amount due.

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FRAMEWORK FOR MAINTENANCE OF HEALTH FACILITIES FOR WCGHW FOR A PERIOD OF THREE (3) YEARS.

Scope: Works Information

2. List of drawings, schematics & annexures

The scope of work is to be executed in accordance with the following design drawings, schematic representations and annexures which form part of this contract. The list below indicates which items are included in the Appendix to this document, and which are issued separately due to size or other considerations. It is the responsibility of tenderers to ensure they have obtained and considered all the listed items for preparing their tender, which is the assumption when tenders are evaluated.

Identification	Size	Description	Included in Appendix
Annexure 1	A4	Price List (PDF)	Yes
Annexure 2	A4	Contractors Performance Evaluation	Yes
Annexure 3	A4	Price List (Excel Spreadsheet)	Yes

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Scope: Works Information

3. Specifications, standards & workmanship

The works and service are to be executed subject to these specifications, standards and workmanship requirements. Please note that compliance with all these specifications and standards, including requirements in terms of qualifications, accreditation (where applicable) and work experience of both the tendering entity and its key people will be material in the Employer's risk assessment for awarding this contract.

Any standards and regulations referred to in this document, will mean the latest revision thereof.

Standard Specifications

Where reference is made to the standard specifications in this contract, it means the latest edition of the documents which apply to the specific discipline involved in the works, as referenced under any of the headings below. The standard specifications may, due to their generality and completeness, also cover items not applicable to this particular contract.

Package Order specifications

Package Order specifications include amendments to the standard specifications as well as supplemental specifications applicable to work items not covered by the standard specifications. Package Order specifications, where applicable, may be found throughout the Works Information of this document, including works drawings. The price list may also contain references to standard specifications as well as Package Order specifications, for clarification in terms of pricing for certain items, where applicable.

In the event of any discrepancy between the Package Order specifications and a part of the standard specifications found in the Works Information, the Package Order specifications take precedence.

Where a WCGHW Technical Memoranda applies to the works included in the Package Order, the requirements of the Package Order specification shall take precedence.

Accreditation, qualifications and work experience

Minimum requirements for work experience, qualifications and accreditation (where applicable) as well as minimum personnel are as stated under the headings below. The tenderer must supply the relevant information in regard to accreditations, qualifications and work experience for both the enterprise and key people who will be working on this contract on the appropriate returnable schedule in the Works Information.

3.1 Investigation, survey and site clearance

- 3.1.1 Standard specifications and preambles
- 3.1.2 Accreditation, qualifications and work experience required

3.2 Building trade preambles

3.2.1 Standard specifications and preambles

3.2.1.1 Method of measurement and price list:

This price list has been measured according to the latest edition of the Standard System of Measuring Building Work and billed along the guidelines of the Association of South African Quantity Surveyors (ASAQS) Model Bills of Quantities. Only measured items must be priced, and no changes made by the tenderer will be recognised.

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3.2.1.2 General preambles for trades

The latest edition of the Model Preambles for Trades as published by the ASAQs shall be deemed to be incorporated in the Price List and no claims arising from brevity of description of items fully described in the said Model Preambles will be entertained. The "Supplementary Preambles" following hereafter are incorporated to satisfy the requirements of the project and shall take precedence (where applicable) over the provisions of the said Model Preambles.

3.2.1.3 Demolitions and alterations**3.2.1.3.1 Handling of Asbestos containing materials**

The Tenderer must provide costs for the appointment and delivery of services of a Registered and Licensed subcontractor to handle completely the demolition of Asbestos related products and safe carting and disposal of all Asbestos related products off site to a designated disposal area indicated by the Local Municipality and the Department of Water Affairs and Forestry.

For the removal of the existing Asbestos Cement Roof cover, the *Contractor* must strictly comply with the Occupational Health and Safety Legislation in terms of Section 20 of the Environmental Conservation Act, 1989 (Act 73 of 1989).

The section states that waste may only be disposed of on a site that is permitted by the Department of Water Affairs and Forestry.

Other applicable legislation includes the:

- Occupational Health and Safety Act (OHSA) (Act 85 of 1993)
- ASBESTOS ABATEMENT REGULATIONS 2020 as amended 2022
- Asbestos Regulations, 2001
- Mine and Safety Act (Act of 1996)
- National Environmental Management Act (Act 107 of 1998)

In order to cost the handling of Asbestos containing material, please scrutinize the above legislation thoroughly.

3.2.1.3.2 Demolitions and Works on Site

All demolition work will be done at various premises, which are operational and therefore the *Contractor* has to allow for the protection of occupants, visitors, etc. as not to endanger their activities and to provide the necessary cautioning signage and hoarding to protect them.

All demolitions and works on site must be carried out carefully and in the safest possible manner and the *Contractor* is to make a thorough examination and take all necessary precautions before proceeding with work. The utmost care is to be observed to avoid structural or other damages in the remaining portions of the nearby existing buildings.

Special care is to be exercised not to interfere with any electrical, mechanical or gas installation and notice to be given to the Employer's Agent when any disconnections, removal of wires, etc. are necessary and the *Contractor* is to afford every facility to the workmen carrying out this work.

The *Contractor* shall not remove or interfere with any furniture, fittings or similar articles unless specially mentioned in the following items and shall provide adequate notice to the Employer's Agent prior to the removal of such articles from parts of the building which are to be altered, in order that the *Contractor* may commence work in such parts.

The *Contractor* will be held solely responsible for any damages to persons and property and for the safety of the structures and at the *Contractor's* expense must make good any damage that may occur.

3.2.1.3.3 Damage and repair services

Should the *Contractor* damage any services which are to remain in operation or any other services which have not yet been disconnected prior to removal, then the *Contractor* will be held solely responsible for such damage and any further resultant damage.

The *Contractor* shall at the *Contractor's* expense make all necessary arrangements for disconnection and repairs with all relevant Authorities and shall pay fees and charges

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levied and the *Contractor* shall immediately notify the Employer's Agent and the Authorities concerned of any such occurrences.

3.2.1.3.4 Disposal of Material

All existing materials specified to be "REMOVED", "DEMOLISHED and REMOVED", "HACKED UP", etc. becomes the property of the *Contractor*, unless otherwise specified. These materials and all debris, rubbish and earth must be left clean and unencumbered. The *Contractor* must make his own arrangements for dumping and shall pay fees and charges levied.

If any materials to be "REMOVED" are sound and considered suitable for any portion of the new work, they must be thoroughly cleaned off and stacked on site for inspection by the Employer's Agent. The approval of the Employer's Agent must be obtained before any such materials are re-used in the new work.

All existing material specified to be "TAKEN DOWN" and "SET ASIDE FOR RE-USE" or "TAKEN DOWN AND SET ASIDE" shall remain the property of the *Employer* and must be cleaned off, cleared of nails, etc. and neatly stacked and stocked and stored on site by the *Contractor* where directed and carefully handled during taking down, storage and re-fixing. The *Contractor* will be held responsible for the safety of these materials and must take all necessary precautions and any damage or loss that may occur must be made good at the *Contractor's* own expense.

3.2.1.3.5 Prices

Prices for demolitions shall include for the demolition and removal of the defected part of the structures, i.e. roof, walls, windows, doors, floors, ceilings, all installations, fittings, sanitary ware and plumbing, including excavations for and grubbing up and removing all foundations, drainage pipes, etc. and filling in, compacting and levelling.

3.2.1.3.6 Electrical Services

The *Contractor* shall comply with the specification issued by the Electrical/Mechanical Engineer. All services shall be deemed to be live and all necessary provisions shall be made.

3.2.1.3.7 Trees

No trees shall be removed or damaged, unless indicated in the following items or instructed by the Employer's Agent to be removed. The *Contractor* shall take adequate approved measures to protect all trees, not to be removed, in close proximity to the works and all other *Contractor* activities.

3.2.1.3.8 General

The *Contractor* shall conduct a survey of services, namely water supply, stormwater, sewage, gas, and electrical in the vicinity of all buildings and structures to be demolished and agree the exact method of dealing with these services with the Employer's Agent prior to commencing work.

The water supply to each structure shall be shut off at the nearest isolating point, should it exist, which serves that particular structure. Should such an isolating point not exist then one shall be provided by the *Contractor* in an agreed position, in close proximity to the demolished structure. A brick chamber shall be constructed around each new isolating point.

Water pipes and services that may be encountered and found necessary to disconnect or cut, shall be effectually stopped off or grubbed up and removed and any new connections that may be necessary shall be made with proper fittings, to the satisfaction of the Employer's Agent.

The nearest manhole(s) to each line serving each demolished part of the building shall be identified and the incoming pipe(s) from that structure blanked off within that manhole.

The *Contractor* must water the works by jet or spray from a hose to sufficiently prevent nuisance from dust.

The *Contractor* will be required to take all dimensions affecting the existing buildings on site and will be held solely responsible for the accuracy of all dimensions.

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The *Contractor* shall carry out the whole of the works with as little mess and noise as possible and with a minimum of disturbance to adjoining premises and their tenants. He/she shall provide proper protection and provide, erect and remove when directed, any temporary tarpaulins that may be necessary during the progress of the works, all to the satisfaction of the Employer's Agent.

Doors, fanlights, fittings, frames, linings, etc. which are to be re-used shall be thoroughly overhauled before refixing including taking off, easing and rehanging, cramping up, re-wedging as required and making good cramps, dowels, etc., and easing, oiling, adjusting and repairing ironmongery as necessary, replacing any glass damaged in removal or subsequently and stopping up all nail and screw holes with tinted plastic wood to match timber, unless otherwise described. Re-painting or re-varnishing is measured separately.

3.2.1.3.9 Material

Materials from alterations except where described to be re-used or handed over. Becomes the property of the Contractor. Materials that are not wanted by the Contractor nor the Employer must be regularly carted from the site and not allowed to accumulate on or around the site. Old/used materials are not to be used for new work except where specifically described as being set aside for reuse.

Where certain materials or articles from demolitions or alterations are described as to be handed over by the *Contractor* to the Employer's Agent, such materials or articles shall be properly stored by the *Contractor* until handing over thereof. The *Contractor* must obtain an official receipt listing the materials or articles and dates of handover. If the *Contractor* fails to submit the receipt when requested to do so, it shall be deemed that the materials or articles are still in his/her possession, and he/she will be held liable to the *Employer* for the full replacement value thereof which amount will be deducted from any monies due to the *Contractor*.

3.2.1.4 Earthworks

3.2.1.4.1 Nature of ground

The Tenderer shall acquaint him/herself by personal examination of the nature of the ground. Descriptions of excavations shall be deemed to include all ground conditions classifiable as "earth" and where conditions of a more difficult character are indicated these are separately measured. Generally, the nature of the ground is assumed to be gravel, therefore "earth", but possibly interspersed with "soft rock" or "hard rock".

3.2.1.4.2 Classification for excavation purposes

Method of classification – The Tenderer may use any method they choose to excavate any class of material, but their chosen method of excavation shall not determine the classification of the excavation. The Employers Agent will decide on the classification of the materials, as reflected in SABS 1200 D-1988 cl 3.1.2.

3.2.1.4.3 Carting away of excavated material

Descriptions of carting away of excavated material shall be deemed to include loading excavated material onto trucks directly from the excavations or, alternatively, from stockpiles situated on the building site.

3.2.1.4.4 Filling

Notwithstanding the reference to prescribed multiple handling in the Standard System of Measuring Building Work, latest edition, prices for filling and backfilling shall include for all selection and any necessary multiple handling of material.

3.2.1.4.5 General

All trenches shall be backfilled with material selected from trench excavations and compacted to a minimum density of 90% Mod AASHTO, unless otherwise specified.

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3.2.1.5 Concrete, formwork and reinforcement**3.2.1.5.1 Concrete**

Concrete, formwork and reinforcement to be in accordance with SANS 1200 G. Reinforcement to conform to SANS 920, reinforcement detailing to conform to SANS 10144, and bending dimensions to conform to SANS 282. Cement to comply with the requirements of SANS 50197-1. Use CEM I 42,5 or higher.

For exposed concrete, and concrete on or below ground, the total alkali content (ie. the product of the Na₂O-equivalent of the cement and the cement content of the concrete) must be limited to a maximum of 2,1 kg/m³ of concrete, if such concrete is made with alkali-reactive aggregates.

a. Required minimum characteristic concrete strength at 28 days (unless noted otherwise):

• Unreinforced concrete (e.g. blinding & strip footings)	15 MPa/25 Agg.
• Bases and foundation beams (Non-aggressive soil).....	25 MPa/25 Agg.
• Bases and foundation beams (Aggressive soil).....	30 MPa/25 Agg.
• Concrete surface beds.....	30 MPa/19 Agg.
• Columns.....	30 MPa/19 Agg.
• Walls.....	30 MPa/19 Agg.
• Suspended beams and slabs.....	30 MPa/19 Agg.
• No-fines concrete.....	4,8 MPa/19 Agg.

b. In addition to the above strength requirements, the maximum free water/cement ratio shall, for durability purposes, be subject to the following limits:

- Very severe exposure conditions (e.g. all elements exposed to seawater, seawater spray, salts, sulphates, chlorides, highly corrosive fumes, etc.).....0.43
- Severe exposure conditions (e.g. all elements exposed to driving rain, alternate wetting and drying, fresh water, salt-laden air, and elements in or on aggressive soil).....0.48
- Moderate exposure conditions (sheltered, buried in non-aggressive soil, etc.):
Slabs laid on ground..... 0.53
All other elements.....No limit, ratio based on strength & workability criteria only.
- Ground slabs to be cast on selected clean cohesionless material, compacted to 100% Modified AASHTO density. Unreinforced slabs to be cast in approximately square panels with maximum side length not exceeding 30 times the slab thickness. All joints to be positioned and formed in accordance with detail drawings.
- All movement joints to be 10mm wide, formed by gluing an approved closed cell expanded polyethylene joint filler to the 1st cast concrete. Joint sealing to Architect's specifications.
- All bases are located centrally underneath columns unless otherwise specified.
- All foundations are to be founded on competent material, and final founding levels are to be determined in consultation with the Project Manager.
- Provide 50mm unreinforced concrete blinding under all bases, ground beams and pit floor slabs.
- Minimum concrete cover to any reinforcing bar, including links, to be as tabulated below unless otherwise specified:

• Concrete in contact with the ground	50mm
• Slab top surfaces: External.....	40mm
• Internal.....	30mm
• Slab soffits	30mm
• Beams, columns and walls: External.....	40mm
• Internal.....	30mm
- Provide all new exposed concrete corners with 25mm x 25mm chamfers, unless otherwise specified by the Project Manager. Where tying in to existing concrete member, chamfers to match unless otherwise specified.
- Curing and protection of concrete shall be carried out strictly in accordance with Clause 5.5.8 of SANS 1200 G.
- Shutter removal and propping procedures to be discussed with and approved by the Project Manager.

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3.2.1.5.2 Testing**Quality control:**

- All mix designs to comply with SANS 10100-2:1992 and to be submitted to the Engineer for approval, prior to any concrete being cast.
- Testing of concrete to be in compliance with SANS 1200 G and SANS 10100-2:1992.
- All testing to be carried out by an approved independent laboratory.
- Frequency of testing: At least one sample (a sample being 3 concrete cubes) for 28 day testing shall be taken from each day's casting, and from at least every 50m3 of concrete of each mix design placed per day.
- Initially, for the first 3 pours of every mix design, an additional sample (a sample being 3 concrete cubes) to be taken and tested at 7 days.
- The Contractor may elect to continue taking additional 7 day test cubes for early strength testing, to his account. These shall not be used for assessment of strength as per the above testing procedures.
- A concrete control register to be kept on site recording the following for each cube result:
 - a. Unique cube number
 - b. Location placed
 - c. Concrete mix description and source e.g. Readymix or site batch, to be clearly identified
 - d. Date cast
 - e. Date tested
 - f. Age tested
- All cube test results to be submitted to the Engineer within 1 week of the test date.
- No-fines concrete blocks must be tested to confirm adequate permeability performance.

The costs of making, storing and testing of concrete test cubes as required under clause 7 "Tests" of SABS 1200 G shall include the cost of providing cube moulds necessary for the purpose, for testing costs and for submitting reports on the tests to the Employer's Agent. The testing shall be undertaken by an independent firm or institution nominated by the Contractor to the approval of the Employer's Agent.

3.2.1.5.3 Formwork

The vertical strutting shall be carried down to such construction as is sufficiently strong to afford the required support without damage and shall remain in position until the newly constructed work is able to support itself.

Formwork to sides of bases, pile caps, ground beams, etc. will only be measured where it is prescribed by the Engineer for design reasons. Formwork necessitated by irregularity or collapse of excavated faces will not be measured and the cost thereof shall be deemed to be included in the allowance for taking the risk of collapse of the sides of the excavations, provision for which is made in "Earthworks".

Description of formwork shall be deemed to include use and waste only (except where described as "left in" or "permanent"), for fitting together in the required forms, wedging, plumbing and fixing to true angles and surfaces as necessary to ensure easy release during stripping and for reconditioning as necessary before re-use.

Formworks to soffits of solid etc. shall be deemed to be slabs not exceeding 250mm thick unless otherwise described.

Shutter removal and propping procedures to be discussed with and approved by the Project Manager.

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3.2.1.6 Masonry**3.2.1.6.1 General**

- a) Masonry walls to be constructed in accordance with standards and tolerances of SANS 10164 and SANS 10145.
- b) Masonry walls to be constructed using cement complying with the requirements of SANS 50413-1 type MC 5.
- c) Masonry walls to be constructed using mortar Class II to SANS 10164 (1 part cement: 1 part lime : 6 parts sand) unless otherwise specified. Mortar testing to be carried out in accordance with Section 6 of SANS 10164.
- d) Clay bricks to comply with SANS 227. They should have moisture expansion properties not exceeding Category II limitations and must not be laid earlier than six weeks after removal from the kiln.
- e) Concrete masonry units to comply with SANS 1215. These units shall not be wetted prior to laying. All unfinished walls shall be protected against moisture entry during construction interruptions by providing effective covers over the tops of such walls.
- f) The Employer's Agent may require that samples of masonry units be submitted for laboratory testing in accordance with SANS 10164.
- g) Loadbearing walls:
 - Provide a slip layer comprising 1 layer of 3-ply malthoid on a smoothly trowelled mortar bedding (with 2 layers of continuous brick reinforcement in the top 2 courses) at the wall/slab interface. This does not apply over reinforced masonry columns, or where specifically indicated otherwise.
 - Loadbearing walls must not be chased either vertically or horizontally without the prior approval of the Engineer.
- h) Required characteristic compressive strength of loadbearing masonry wall units:
 - All foundation walls and loadbearing walls..... 14 MPa
 - All other walls..... 7 MPa
- i) All metal ties/straps, brick reinforcement and closure plates to be galvanized.
- j) DPC used in masonry walls to be rough-surfaced, e.g. "Brickgrip" or approved equivalent.
- k) Brick reinforcement (2,8mm minimum diameter longitudinal wires):

Install with 250mm minimum lap lengths, properly tied in at corners and wall junctions.

Spacing as follows, unless otherwise specified:

- Walls generally:

TYPE OF MASONRY UNIT	APPROX. COURSE HEIGHT	REINFORCEMENT SPACING
Concrete masonry units	200mm	Every 2nd course
Metric sized units	125mm	Every 3rd course
Imperial sized units	85mm	Every 4th course

- Foundation walls: install in every course.
- Walls with door/window openings: install two layers of continuous brick reinforcement at door/window head and window cill levels.
- Cavity walls with beam filling (supporting trusses/rafters): install continuous brick reinforcement in the two courses immediately below truss/rafter unless otherwise specified.

l) Cavity wall ties:

- Walls generally: 5 No. Per square metre. Install as follows, unless otherwise specified:
Cavities 75mm or less.....butterfly ties
Cavities in excess of 75mmvertical twist type ties
- At door and window openings: at 150mm from edge of opening, at standard course spacings.

m) Cavity closure plates:

- Provide at the top of loadbearing masonry walls.

n) Hoop iron ties/straps (1,6mm thick x 32mm wide):

Install as shown in detail, 1 per skin, at:

- Junctions of masonry walls and RC columns/walls, unless otherwise specified.
- Junctions of masonry walls and steel columns, unless otherwise specified.

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- Movement joints in masonry walls.
Spacing as follows, unless otherwise specified:

TYPE OF MASONRY UNIT	APPROX. COURSE HEIGHT	SPACING OF TIES
Concrete masonry units	200mm	Every 2nd course
Metric sized units	125mm	Every 3rd course
Imperial sized units	85mm	Every 4th course

- Truss/rafter anchorage: build straps into beam filling for a minimum depth of 600mm unless otherwise specified.
- o) Concrete infill in cavity walls (1 part cement: 3 ¹/₃ parts sand : 2 parts 9mm stone):
- Foundation/retaining walls: construct walls in increments not exceeding 1 metre in height, and delay concrete infill work until the walls have achieved adequate strength.
 - Roof anchorage beam filling: provide a cavity closure plate to allow for a minimum infill depth of 600mm + 1 course, unless otherwise specified.
- p) Movement joint former (10mm thick closed cell expanded polyethylene strips, e.g. "Sondor Jointex"):
- At junctions of masonry walls and RC columns/walls, unless otherwise specified.
 - At junctions of masonry walls and steel columns, unless otherwise specified.
 - At movement joints in masonry walls.

Between top of non-loadbearing walls and soffits of slabs and/or beams over.

3.2.1.6.2 Sizes in descriptions

Where sizes in descriptions are given in brick units, "one brick" shall represent the length and "half brick" the width of a brick.

3.2.1.6.3 Hollow walls, etc.

Descriptions of hollow walls shall be deemed to include leaving every fifth perpend of the bottom course of the external skin open as a weep hole.

3.2.1.6.4 Face bricks

Bricks shall be ordered timeously to obtain uniformity in size and colour.

3.2.1.6.5 Pointing

Descriptions of recessed pointing to fair face brickwork and face brickwork shall be deemed to include square recessed, hollow recessed, weathered pointing, etc.

3.2.1.6.6 Samples

Samples of all masonry building units, except those for walls described as "load bearing", shall consist of a minimum of 6 units. Samples of building units to be used in walls described as "load bearing" shall consist of 30 units from every 30 000 units delivered to site.

3.2.1.7 Waterproofing

3.2.1.7.1 Installation by Approved Waterproofing Contractor

Waterproofing to roofs, basements, parking decks, etc. must be installed by Manufacturer approved contractors.

3.2.1.7.2 Preparation of Substrates & Surfaces

Substrates and surfaces must be smooth, clean, free of contaminants and dry.

Substrates and surfaces must be prepared in accordance with manufacturer's instructions.

The Contractor is to allow for the cost of substrate preparation in the rates for Waterproofing items.

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3.2.1.7.3 Waterproofing

Waterproofing of roofs, basements, etc. shall adhere to the required warranties and guarantees specified in the Price List. Waterproofing to roofs shall be laid to even falls, to outlets, etc. with necessary ridges, hips and valleys. Descriptions of sheet or membrane waterproofing shall be deemed to include additional labour to turn-ups and turn-downs.

The method of application to be discussed with and approved by the Employer's Agent before implementation.

3.2.1.8 Roof coverings**3.2.1.8.1 General**

All work dealing with fibre/asbestos cement is to be executed in strict accordance with the applicable Regulations.

All cutting or drilling of fibre cement products to be done in an isolated area.

Existing sheets and rainwater goods, eaves and verges must be comprehensively protected against damage. No walking directly on the roof sheets will be allowed and rates for all work are to include for protective timber board gangways or similar approved or equivalent products.

Roof tiling to be fitted in accordance with SANS 10062 and to comply with local regulations and the manufacturer's recommendations, applicable to the locality and roof pitch, with all perimeter tiles mechanically fixed.

Roof tiling to be manufactured in accordance with SANS 542 code of practice, of approved colour, including matching fittings and accessories.

3.2.1.8.2 Damage and repairs to services

Should the *Contractor* damage any services which are to remain in operation or any services which have not yet been disconnected prior to removal, then the *Contractor* will be held solely responsible for such damage and any further resultant damage.

The *Contractor* shall immediately notify the Employer's Agent and the Authorities concerned and shall at his/her own cost make all necessary arrangements for disconnection and repairs with the relevant Authorities and shall pay all fees and charges levied.

3.2.1.8.3 Metal roof sheeting

Roof sheeting shall adhere to the required warranties and guarantees specified in the Price List. Please note that the sheeting supplier / installer through the *Contractor* should timeously (before installation) inform the Employer's Agent of any aspect of the installation or the environment in which the sheeting is used or the application that could have a negative effect on the warranties (e.g. bending the sheets, the fixings, etc.).

3.2.1.8.4 Straight cutting

Descriptions of all roof coverings are deemed to include for all straight cutting.

3.2.1.8.5 Thatch roof coverings

Contractors are referred to SANS 10407 – 2016 Edition 2.1 for the specification for thatch roofs as well as to 'A Guide to thatch construction in South Africa – 2016 Edition 1, a publication of the Thatcher's Association of South Africa.

3.2.1.8.6 Roof covering replacement

Replacement of roof coverings must be inspected and approved by a registered engineer/technologist prior to any work being executed. Approvals to align with the City of Cape Town By-laws.

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3.2.1.9 Carpentry and joinery**3.2.1.9.1 Prefabricated roof trusses, etc.**

Items described as nailed shall be deemed to be fixed with hardened steel nails or shot pins to brickwork or concrete.

3.2.1.9.2 Decorative thermosetting plastic laminate covering

Laminate covering shall be glued under pressure and edge strips of same shall be butt jointed at junctions with adjacent similar finish.

3.2.1.9.3 Sizes

Sizes are nominal and the Contractor shall make allowance in his prices for minor variances in stated finished sizes of timber doors, door members, door frames, architraves, etc.

3.2.1.9.4 Prices

Prices for all joinery work are to include for general framing, housing and notching, arris rounded angles, glueing, blocking, planting on, screwing, adhesives, dowels, pellets, cross tongues, screws and nails and setting up complete and also for all square cutting and waste. Tops shall be secured with metal or hardwood plugs.

3.2.1.9.5 Particle board

Particle board shall comply with the following specifications:

- a) SANS 50312-127 Particle board: exterior and flooring type; and
- b) SANS 50312-127 Particle board: interior type.

3.2.1.9.6 Joinery

Descriptions of frames shall be deemed to include frames, transoms, mullions, rails, etc.

Unless otherwise specified all exposed timber to be planed and sanded smooth and to be in selected hardwood meranti, internal timber ceilings can be SA Pine.

3.2.1.9.7 Fixing

Items described as nailed shall be deemed to be fixed with hardened steel nails or shot pins to brickwork or concrete.

Descriptions of hardwood joinery shall be deemed to include pelleting of bolt holes.

All sections of timber to be built into brickwork or concrete to be wrapped in 250-micron plastic sheeting and the cost is deemed to be included in the relevant item.

3.2.1.9.8 Sealants, etc.

Tenderers should include silicone sealant between skirting and finished surfaces of walls and floors in their price.

3.2.1.10 Roofs, etc.**3.2.1.10.1 Timber roof construction**

- Design of trusses must comply with SANS 10160, SANS 10163, SANS 10243 &
- SANS 1900.
- Handling, erection and bracing of trusses to comply with the standard set down by the Institute for Timber Construction (ITC) and the National Timber Research Institute (NTRI) of the C.S.I.R.
- Structural timber to comply with SANS 1783 and SANS 10149.
- Laminated timber beams to comply with SANS 1460.
- All elements shall be accurately cut and connected. No gap shall be allowed at butt jointed compression members.
- Trusses shall not be supported on inner walls without the Engineer's approval. A gap of 20mm shall be left between the truss bottom chord and inner walls.
- All timber built into brickwork to be wrapped in plastic sheeting or painted with an approved bituminous paint.

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3.2.1.10.2 Design and Installation Responsibility

The *Contractor* shall be responsible for the design of the timber roof construction. The *Contractor* will submit shop drawings for information to the *Employer's Agent* within two weeks after the date of appointment. These designs are to be approved by a professional Engineer / Technologist. The *Contractor* shall commence manufacturing only after submission of shop drawings and Engineer / Technologist approval of the designs to the *Employer's Agent*. All timber roof installations are to be signed off and approved by the professional Engineer / Technologist.

3.2.1.10.3 The following is applicable in respect of prefabricated timber roof truss construction

Trusses are at maximum 1 500mm centres. (Purlin spacing to adhere to roof covering specifications and engineer's design) Roof covering and ceilings as specified.

The dimensions in the descriptions of the roofs are scaled and are only a broad indication of the scope of the works. The *Contractor* is required to obtain actual measurements on the site before design or fabrication commences. Rates to include for complete roof structures including all fixing, hoisting, all rafter end splaying, wall plates, battens, edge battens, bracing, ridge rafters, valley rafters, etc.

3.2.1.10.4 Site inspection and liaison with main Contractor

The trusses subcontractor is advised to liaise with the main *Contractor* on site and confirm all the dimensions prior to design, fabrication and installation of the timber roof structures.

3.2.1.11 Ceilings, partitions and access flooring**3.2.1.11.1 Descriptions**

Items described as nailed shall be deemed to be fixed with hardened steel nails or pins or shot pinned to brickwork or concrete.

Items described as plugged shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 600mm centres, and where described as bolted the bolts have been given.

Boards must be stacked on a level surface in a dry place on a timber platform. Boards must be carried on edge.

Unless otherwise described ceilings shall be deemed to be horizontal.

All steel components for ceilings, partitions, etc. are to be galvanised in accordance with SANS 121.

3.2.1.11.2 Proprietary suspended ceilings

Electrical light fittings, diffusers, panels, etc. generally are "lay in" units of the same dimensions as the suspension grid described and allowance must be made accordingly for their support inclusive of any flexibility in setting out that may be required (ceiling panels have not been deducted and pricing is to take cognisance thereof).

3.2.1.12 Floor coverings, wall linings, etc.

All floor coverings, wall linings, etc. must be installed in accordance with the manufacturer's instructions.

3.2.1.12.1 Vinyl floor coverings

The flooring must be supplied with a written guarantee for a period required by the *Employer*.

The coved skirting former is to be tapered to a sharp point at all door jambs using special pre-formed inserts.

Jointing must be kept to a minimum; sheeting must be installed length wise in corridors.

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All welding of joints must be professionally executed by an approved and factory trained contractor with matching welding strips in strict accordance with the manufacturer's instructions and specifications.

The main *Contractor* must allow for preparing a compulsory sample room at the beginning of the contract with all final finishes to serve as an officially approved quality reference standard, especially at the time of first delivery inspection.

The flooring adhesive shall, besides fully complying with the manufacturer's specifications, be of an acrylic pressure sensitive type and be rolled on to level out adhesive immediately after spreading with spreader to prevent ridging when drying out. The *Contractor* must under no circumstances only use a notched spreader upon the adhesive application as this will cause prominent ridging in the floor finish.

The main Contractor to ensure that all installations are carried out by the same team as far as possible. If multiple teams are used, the Contractor is to ensure that the allocated areas of installation are documented and provided to the Project Manager on request.

3.2.1.13 Ironmongery

3.2.1.13.1 Proprietary items

Where applicable the manufacturers' names or product catalogue titles are given in sub-headings preceding the items, Prices are to be based on the specific products/articles specified.

3.2.1.13.2 Locks

Notwithstanding Clause 4 of the "Ironmongery" trade of the "Standard System of Measuring Building Work", descriptions of locks shall be deemed to include two keys per lock.

3.2.1.13.3 Finishes to ironmongery, etc.:

Where applicable, finishes to ironmongery are indicated by suffixes in accordance with the following list:

BS - Satin bronze lacquered

CH - Chromium plated

SC - Satin chromium plated

SE - Silver enameled

GE - Grey enameled

AS - Anodised silver

AB - Anodised bronze

AG - Anodised gold

ABL - Anodised black

PB - Polished brass

PL - Polished and lacquered

PT - Epoxy coated

SD – Sanded.

All ironmongery is deemed to include fitment of screws that best match the finish of the item specified.

All ironmongery is to be fitted as per manufacturer's instruction.

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3.2.1.14 Structural steelwork**3.2.1.14.1 General****All steelwork to be manufactured in accordance with SANS 2001-CS1: 2005.**

All relevant dimensions shall be checked by the *Contractor* on site before manufacturing and erection of structural steel commences.

Any discrepancies shall be brought to the attention of the Employer's Agent.

Grade of steel:

Unless otherwise specified on the design drawings, the following grades of steel shall be used:

- Hot-rolled sections (other than angles with leg lengths of 50mm or less), plates and tubular sections – S355JR
- Holding down bolts - 300WA minimum
- Cold formed purlins & girts, gutters, downpipes and angles with leg lengths of 50mm or less, and flats of 90mm width or less - Commercial Quality (minimum fy = 200 MPa)

Test certificates of all steel used for the works shall be submitted to the Employer's Agent on request.

Anchor bolts to be installed in accordance with the steel manufacturer's approved anchor bolt layout drawing.

Welds shall conform to SANS 10167 (2004) and SANS 10044-1 (2004).

All welding and surface preparation shall be discussed, inspected and approved by the Employer's Agent in conjunction with the SANS, or other approved inspection agency.

All fillet welds to be 6mm continuous fillet welds unless otherwise specified (use E7018 welding rods or similar).

All plates to be 6mm thick unless otherwise specified.

Site welding shall not be permitted without the written consent of the Employer's Agent.

Descriptions of bolts shall be deemed to include nuts and washers.

Descriptions of expansion anchors and bolts and chemical anchors and bolts shall be deemed to include nuts, washers and mortices in brickwork or concrete.

Descriptions of L-shaped and U-shaped anchor bolts shall be deemed to include bending, threading, nuts and washers and embedding in concrete. Where anchor bolts are described as embedded in sides or soffits of concrete it shall be deemed to include holes through formwork.

All base plates to be caulked with tightly rammed 1: 1 semi-dry sand: cement grout.

Purlins and sheeting rails to be continuous over a minimum of two bays unless otherwise specified.

The sequence of erection of the structure is the responsibility of the *Contractor*. The *Contractor* shall be responsible for and ensure stability of the structure during erection and until all elements have been erected and fixed in position. Where temporary bracing or propping is necessary, the *Contractor* shall be responsible for the design, erection, maintenance and removal (where necessary) of such supports.

A complete set of shop drawings must be submitted to, inspected and approved by the Employer's Agent before fabrication commences.

The *Contractor* shall design, where necessary, gussets of sufficient strength and size to obtain the required yield strength.

All structural steel bolts shall be grade 8.8 unless otherwise noted.

All structural steelwork to be fabricated and erected in accordance with SABS 1200H.

Anchor bolts to new concrete shall be cast into. Anchor bolts to existing concrete shall be drilled into existing concrete.

All structural steelwork to be galvanised.

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3.2.1.14.2 Anti-corrosive treatment:

a. Galvanizing

- All hot dip galvanising to be in accordance with SANS 121 (ISO 1461).
- All lipped channels to be hot dip galvanized.
- All gutters to be hot dip galvanized (see below for painting).

b. Painting of raw steel to be in accordance with SANS 1200-HC.

- All steel surfaces to be cleaned of unwanted materials and sand-blasted to Swedish Standard SIS 055900 of 1967 to Sa 2½. Blast profile 40 – 70 Microns.
- Apply a prime coat of zinc phosphate to a minimum dry film thickness (DFT) of 45 Microns.
- Apply a finishing coat of micaceous iron oxide by brush or airless spray to a DFT of 40 Microns.
- Apply a second finishing coat of Enamel by brush or airless spray to a DFT of 35 Microns, to colour as specified by the Employer's Agent.
- Erection bolts are to be degreased prior to erection and to be painted to the above specification after erection.
- All damaged paint areas to be touched up to the original specification after completion of erection.

c. Painting of hot dip galvanized gutters (paint only inside of gutters):

- Chemically clean steelwork with Galvanized Iron Cleaner.
- Water rinse and allow to dry.
- Apply two coats of approved bituminous paint to a total DFT of 100 Microns.

Note: Welding of gutter joints is to be coated with "Zincfix" or other approved coating prior to painting.

d. Painting of hot dip galvanized steel, other than gutters (ISO 9223 exposure Class reference given):

Class C3:

- Chemically clean steelwork with Galvanized Iron Cleaner.
- Water rinse and allow to dry.
- Apply a primer (compatible with zinc) to a DFT of 75-150 Microns within 4 hours of cleaning.
- Apply a finishing coat of acrylic to a DFT of 40-60 Microns, to colour as specified by the Project Manager.

Class C4:

- Chemically clean steelwork with Galvanized Iron Cleaner.
- Water rinse and allow to dry.
- Apply an epoxy primer (compatible with zinc) to a DFT of 50-60 Microns within 4 hours of cleaning.
- Apply a finishing coat of polyurethane to a DFT of 60-90 Microns, to colour as specified by the Project Manager.

Class C5:

- Chemically clean steelwork with Galvanized Iron Cleaner.
- Water rinse and allow to dry.
- Apply an epoxy primer (compatible with zinc) to a DFT of 50-60 Microns within 4 hours of cleaning.
- Apply an intermediate coat of High Build MIO epoxy to a DFT of 100-150 Microns, to colour as specified by the Project Manager.
- Apply a finishing coat of polyurethane to a DFT of 60-90 Microns, to colour as specified by the Project Manager.

Note: Preparation for a duplex system concerns the preparation of the hot dip galvanized surface suitable to accept the subsequent coatings. Two forms of surface preparation are recommended.

- i) Chemical cleaning with Galvanized Iron Cleaner.
- ii) SWEEP blasting (micro-blast), but not shot blasting.

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16.5 All paint to be sourced from an approved paint manufacturer and to be applied in accordance with the manufacturer's specifications.

3.2.1.15 Metalwork

3.2.1.15.1 Descriptions

Descriptions of bolts shall be deemed to include nuts and washers.

Descriptions of expansion anchors and bolts and chemical anchors and bolts shall be deemed to include nuts, washers and mortices in brickwork or concrete.

Metalwork described as "holed for bolt(s)" shall be deemed to exclude the bolts unless otherwise described. Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 600mm centres.

3.2.1.15.2 Fixing

Unless otherwise described, descriptions of items shall be deemed to include for fixing to brickwork or concrete. Where items are described as "bolted", the bolts are measured elsewhere as stated in clause N.7 of the Model Preambles.

3.2.1.16 Plastering

3.2.1.16.1 Cement plaster

Unless otherwise described, cement plaster shall be taken to mean Class 1 cement plaster as noted in the Model Preambles.

3.2.1.16.2 Preparation of surfaces

Surfaces shall be dry and clean, free of dust, sand, grit and flaking particles, laitance and loose matter, contaminants such as oil, grease, etc. Surfaces shall have a moisture content not exceeding 4%. All free-standing water to be removed prior to application of primers or compounds. Absorbent surfaces to be thoroughly pre-soaked in fresh water. Oil, grease, animal fats, etc. to be removed with suitable 'Ivory Chemicals' product to be applied in strict accordance with the manufacturer's instructions. Once clean, surfaces to be profiled mechanically (scabbling, blasting, scarifying, chipping or grinding) or by means of acid etching, one part 'Ivory Concrete Etchant' thinned with two parts water applied at the rate of 2m²/1 litre in strict accordance with the manufacturer's instructions.

Generally, substrate surfaces to have good wood float, steel trowel or power floated finish conforming in evenness and level to required tolerance with minimum compressive strength of 20MPa or above 25 N/mm² compressive strength. Screeded surfaces to be minimum 30mm thick.

Expansion joints in Granolithic screed finish to be approved polysulphide sealant, laid at 5m² apart in strict accordance with manufacturer's specifications.

Plastering rates to include for a suitable mesh over all chased areas.

3.2.1.16.3 Moisture tests

Before any finishes, coverings, etc. are applied to screeds, plastering, etc. or any other in-situ finish moisture tests are to be carried out to the complete satisfaction of the Employer's Agent to ensure that these surfaces have the correct moisture content for the finish to be applied.

3.2.1.16.4 Labours, etc.:

Labours such as fair, rounded and chamfered edges, trowel cuts, throats, V-joints, angles, etc. shall be deemed to be included in the descriptions.

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3.2.1.17 Tiling**3.2.1.17.1 Descriptions**

Unless described as "fixed with adhesive to plaster (plaster elsewhere)" descriptions of tiling on brick or concrete walls, columns, etc. shall be deemed to include 1:4 cement plaster backing and descriptions of tiling on concrete floors, etc. shall be deemed to include 1:3 plaster bedding.

Tiling described as "fixed with adhesive on power floated concrete" shall be deemed to include for approved tiling key-coat. Ceramic, porcelain, marble and granite tiles are to be fixed and grouted with suitable adhesives and grouts from the "Tal Professional" ("Ceresit Tylon") range of products or similar approved or equivalent product as recommended by the manufacturer of the tiles.

3.2.1.17.2 Preparatory work to existing painted plastered surfaces

Preparation of all existing painted plastered surfaces is to include for removing all loose and flaking material by wire brushing, thoroughly washing down and allowing to dry completely and applying one coat masonry bonding agent.

3.2.1.18 Plumbing and drainage**3.2.1.18.1 Pricing**

The plumbing installation shall be undertaken by a Plumbing Industry Registration Board (PIRB) licensed registered plumber.

The sprinkler installation shall be undertaken by an Automatic Sprinkler Inspection Bureau (ASIB) licensed registered installer and persons working on the installation shall be SAQCC registered.

Where inclusive items are measured and priced, the *Contractor* must on request, supply full details of the components and prices making up the inclusive items. If the *Contractor* does not supply such details and prices within fourteen days after having been requested to do so, the *Employer's Agent* will determine such at his own discretion.

Allowance shall be made for a plumbing Certificate of Compliance from the plumbing professional body and shall be issued on completion of the works (as and when required).

3.2.1.18.2 'Polycop' polypropylene pipes

Polypropylene pipes will not be allowed.

3.2.1.18.3 uPVC pipes and fittings

Sewer and drainage pipes and fittings shall be jointed and sealed with butyl rubber rings.

Soil, waste and vent pipes and fittings shall be solvent weld jointed.

3.2.1.18.4 uPVC pressure pipes and fittings

Pipes for water supply shall be of the class stated.

Pipes of 40mm diameter and smaller shall be plain ended with solvent welded uPVC loose sockets and fittings.

Pipes of 50mm diameter and greater shall have sockets and spigots with push-in type integral rubber ring joints. Bends shall be uPVC and all other fittings shall be cast iron, all with similar push-in type joints.

3.2.1.18.5 Copper pipes

Pipes shall be Class 2 (half-hard) and Class 3 (heavy walled half-hard) pipes shall only be bent with benders with inner and outer formers. Fittings to copper waste, vent and anti-siphon pipes, capillary solder fittings and compression fittings shall be 'Cobra Watertech' type. Capillary solder fittings shall comply with ISO 2016. Only compression fittings shall be used in walls or in ground. Copper pipes are to be installed in accordance with the latest revision of the Code of Practice for Copper Plumbing. All new piping shall be pressure tested to a pressure of 2400kPa for a period of 15 minutes.

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Unless otherwise described, bedding of rigid pipes shall be class B bedding as described in clause 4.2.3.3 of SANS 2001 DP1.

3.2.1.18.17 Flush pans

Flush pans shall have straight or side outlets and 'P' or 'S' traps as necessary.

3.2.1.18.18 Stainless steel basins, sinks, wash troughs, urinals, etc.

Stainless steel for urinals, basins, quality sinks, wash troughs, institutional equipment, etc. shall be Type 304 (18/8) Stainless steel for laboratory sinks, photographic equipment, etc. shall be Type 316 (18/8). Units shall have standard aprons on all exposed edges and tiling keys against walls where applicable.

3.2.1.18.19 Waste unions

Descriptions of waste unions shall be deemed to include rubber or vulcanite plugs and chains fixed to fittings.

Pipes to be taped shall be coated with the appropriate primer and the tape shall be applied with minimum 15mm lap per spiral unless otherwise described.

Couplings and fittings to pipes shall be taped in strict accordance with the manufacturer's instructions including all mastic, tape, 'Layflat' sheeting, securing of same, etc.

Prices for wrapping of pipes shall include for all work as described to couplings in the length.

Dependent on soil or environmental conditions laps may require to be increased to a maximum of 55% (which results in a double layer).

3.2.1.18.20 Valves, etc.

Descriptions of valves, etc. shall be deemed to include flanged or screwed connections to piping, reducers, supports, etc.

3.2.1.18.21 Sealing of edges

Outer edges of sinks, basins, urinals, etc. are to be sealed against adjacent surfaces with approved silicone.

3.2.1.18.22 General

Descriptions of service pipes and flexible connecting pipes shall be deemed to include connections to taps, cisterns, etc. and to steel pipes (adaptors for connections to copper pipes, etc. are given separately). Description of WC pan, slop hoppers, etc. shall be deemed to include for joints to soil pipes (pan connectors are separately measured) and shall have straight or side outlets and "P" or "S" traps as necessary. Description of waste unions shall be deemed to include rubber or vulcanite plugs and chains fixed to fittings.

3.2.1.19 Glazing

3.2.1.19.1 Float glass

The term "float glass" is used for monolithic annealed glass.

3.2.1.19.2 Laminated glass

Laminated glass to have polyvinyl butyral (PVB) interlayer(s).

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3.2.1.20 Paintwork**3.2.1.20.1 GENERAL****a) Manufacturer's specifications and instructions**

All primers, undercoats, finishing coats etc., shall be mixed, applied, etc. in strict accordance with the manufacturer's specifications and instructions.

Preparation of all existing painted and unpainted surfaces shall be in strict accordance with the manufacturer's specifications and instructions.

b) Protection

Rates for decorating shall be deemed to include for taking all measures necessary to protect and repair all decorations to surfaces i.e. stainless steel push plates to doors, etc. and no claims in this regard will be entertained.

c) TVOC (Total Volatile Organic Components)

All paint products specified shall have a TVOC of less than 5 grams per liter for deep and deep base (tinted) and less than 16 grams per liter for deep and transparent bases (tinted).

d) SABS or BSI approved paint products

All paint to be used must either bear the South African Bureau of Standards (SABS) or British Standard Institution (BSI) certification of approval and the tenderer shall be deemed to have allowed for SABS or BSI approved paint products only.

The contractor shall submit proof of SABS or BSI certification of the paint products to be used BEFORE application to the Employer's Agent, failing which the contractor will not be remunerated for paintwork.

Mixing of product brands in the application of a paint system shall not be allowed, unless specified in writing by the manufacturer, as the guarantees provided by the paint manufacturers are compromised.

e) Type of paint on previously painted surfaces

In the event of existing painted surfaces to be painted by a different type of paint, rates shall be deemed to include for the preparation of such surfaces in strict accordance with manufacturer's instructions to allow existing painted surfaces to receive a new different type of paint (i.e. acrylic PVA on existing enamel painted surfaces).

f) Thickness of coats applied

The word "coat" in the descriptions of this bill refers to the dry film thickness (DFT) per coat recommended by the paint manufacturer.

g) Colours

Paint colours shall be classified in the different colour groups "White", "Pastel", "Deep" and "Transparent" (in accordance with the Natural Colour System (NCS) adopted by the SA National Standards. When staining timber, the resultant colour or shade must be to the complete satisfaction of the Employer's Agent before any overcoating or preservative is applied.

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Colours to be approved by Employer's Agent and facilities prior to application.

h) Inspections by paint manufacturer

The contractor shall arrange with the relevant manufacturer for inspections on completion of surface preparations (prior application of any paint), during applications and on completion of top (final) coats.

The contractor shall arrange with the relevant manufacturer to measure the dry film thickness (DFT) per coat applied.

The contractor shall obtain a written report from the manufacturer after each inspection and submit it to the Employer. Such report shall at least reflect the date of inspection, work inspected, outcome of inspection, any rectifications to be done, DFT measured, etc.

The contractor shall submit written confirmation obtained from manufacturers and test results to the Employer as proof that installation requirements have been adhered to.

3.2.1.20.2 PREPARATION OF PREVIOUSLY PAINTED SURFACES

a) Existing mould and fungal growth

Remove all mould, mildew, lichen fungus and other fungal growth from surfaces and wash down surfaces to be painted **prior** the application of any primers, undercoats and top coats.

b) Existing iron oxide residue

The iron oxide residue shall be removed shall be thoroughly removed from all surfaces to be painted. Care must be taken not to damage the existing surfaces when removing the iron oxide residue.

c) Previously painted brick surfaces

Surfaces shall be thoroughly washed down and allowed to dry completely before any paint is applied. Blistered or peeling paint shall be completely removed to bare brick surfaces.

Cracks shall be opened, filled with a suitable filler and finished smooth.

The bare brick surfaces and repaired cracks shall be prepared for and treated with and including one coat brick primer and one universal undercoat.

Rates shall be deemed to include the removal of blistered or peeling paint; opening, filling and finishing smooth of cracks not exceeding 10mm wide, preparation of bare plastered surfaces and repaired cracks and appropriate primers and undercoats.

d) Previously painted plastered surfaces

Surfaces shall be thoroughly washed down, **removing all iron oxide residue** and allowed to dry completely before any paint is applied. Blistered or peeling paint shall be completely removed to bare plastered surfaces.

Cracks shall be opened, filled with a suitable filler and finished smooth.

The bare plastered surfaces and repaired cracks shall be prepared for and treated with and including one coat plaster primer and one universal undercoat.

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Rates shall be deemed to include the removal of blistered or peeling paint; opening, filling and finishing smooth of cracks not exceeding 10mm wide, preparation of bare plastered surfaces and repaired cracks and appropriate primers and undercoats.

e) Previously painted fibre cement surfaces

Surfaces shall be thoroughly washed down and allowed to dry completely before any paint is applied. Blistered or peeling paint shall be completely removed and cracks and crevices shall be filled with a suitable filler and finished smooth.

The bare fibre cement surfaces shall be prepared for and treated with and including one coat plaster primer and one universal undercoat.

Rates shall be deemed to include the removal of blistered or peeling paint, filling and finishing smooth of cracks and crevices and the application of the required primers and under coats in these areas.

f) Previously painted uPVC surfaces

Surfaces shall be thoroughly washed down and allowed to dry completely before any paint is applied. Blistered or peeling paint shall be completely removed.

The bare uPVC surfaces shall be prepared for and treated with and including one coat plaster primer and one universal undercoat.

Rates shall be deemed to include the removal of blistered or peeling paint and the application of the required primers and under coats in these areas.

g) Previously painted metal and cast iron surfaces

Inspect surfaces thoroughly. Use paint remover, scraping or other suitable means to remove all loose and defective paint. All corrosion products must be removed from the bare steel. Rusty areas must be wire-brushed, chipped or sanded until a bright metal condition is achieved. Edges of tightly bonded paint are to be "feathered" with sand paper to smooth them off and provide an even surface. Clean bare steel patches with a solvent wash (rags dipped in lacquer thinner).

The bare metal surfaces shall be prepared for and treated with and including a anti-rust application, one coat metal primer and one universal undercoat.

Rates shall be deemed to include the removal of blistered, peeling, defective or damaged paint and the application of the required rust removers, anti-rust application, one coat primer and two under coats in these areas.

i) ZINCALUME coated metal surfaces

Inspection and cleaning of existing surfaces are measured in the trade "Alterations", unless otherwise described.

Apply paint system as specified.

Rusted areas shall be prepared for and treated with and including an anti-rust application.

Rates shall be deemed to include the removal of blistered, peeling, defective or damaged paint and the application of the required rust removers and an anti-rust application.

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ii) CHROMADEK coated metal surfaces

Inspection and cleaning of existing surfaces are measured in the trade "Alterations", unless otherwise described.

Apply paint system as specified.

Rusted areas shall be prepared for and treated with and including an anti-rust application.

Rates shall be deemed to include the removal of blistered, peeling, defective or damaged paint and the application of the required rust removers and an anti-rust application.

iii) Previously powder coated aluminium surfaces

Inspect surfaces thoroughly and wash thoroughly with sugar soap solution and soft brush. Rinse thoroughly with clean water. Allow to dry and apply paint system as specified.

Rusted areas shall be prepared for and treated with and including an anti-rust application.

Rates shall be deemed to include the removal of blistered, peeling, defective or damaged paint and the application of the required rust removers and an anti-rust application.

iv) Previously varnished wood surfaces

Surfaces shall be thoroughly cleaned down. Blistered or peeling varnish shall be completely removed and cracks and crevices shall be filled with suitable filler and finished smooth.

Rates shall be deemed to include the removal of blistered or peeling paint, opening, filling and finishing smooth of cracks and crevices and the application of the required primers and undercoats in these areas.

v) Previously painted wood surfaces

Surfaces shall be thoroughly cleaned down. Blistered or peeling paint shall be completely removed and cracks and crevices shall be primed, filled with suitable filler and finished smooth.

The bare wood surfaces and repaired cracks and crvices shall be prepared for and treated with and including one coat wood primer and one universal undercoat.

Rates shall be deemed to include the removal of blistered or peeling paint, opening, filling and finishing smooth of cracks and crevices and the application of the required primers and undercoats in these areas.

3.2.1.20.3 RATES

Rates for paint "**PAINTWORK TO PREVIOUSLY PAINTED SURFACES**" shall be deemed to include for the removal of mould, mildew, lichen fungus and other fungal growth, removal of bee hives, bird's nests, etc., the preparation of the previously painted surfaces in accordance with the aforementioned clauses and manufacturer's instructions as well as the application of any paint strippers, ant-rust applications, primers and undercoats where required before the application of the final coats specified in the relevant items.

Rates for paint "**PAINTWORK TO NEW WORK**" shall be deemed to include for the preparation of the relevant surfaces in accordance with the manufacturer's instructions before the application of the paint system specified in the relevant items.

Rates for paint shall be deemed to include the **CLEANING OF GLASS TO BOTH SIDES OF STEEL AND TIMBER FRAMED WINDOWS** on completion of paintwork.

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3.3 Civil works, roads and structural specifications

- 3.3.1 Standard specifications and preambles: All works to be executed in accordance with SANS 1200 specifications as well as Preambles for Trades, latest edition. For rehabilitation of roads refer to the South African Pavement Engineering Manual as published by SANRAL.
- 3.3.2 All concrete paving priced in work packages, to comply with the standards set out in SANS 1058:2021 or any updated edition.

3.4 Electrical and mechanical specifications

- 3.4.1 Standard specifications and preambles.

All mechanical and electrical work must adhere to the necessary Tech memos and General Technical Specifications set out in the work package.

ELECTRICAL WORK**3.4.1.1 Method of measurement and Bills of Quantities:**

This price list has been measured according to the Standard System of Measuring Building Work - (latest edition) and billed along the guidelines of ASAQS Model Bills of Quantities. Only measured items must be priced and no changes made by the tenderer will be recognised.

3.4.1.2 Model preambles for Trades

The General Preambles for Trades (latest edition) as published by the ASAQS shall be deemed to be incorporated in the Price List and no claims arising from brevity of description of items fully described in the said Model Preambles will be entertained. The "Supplementary Preambles" following hereafter are incorporated to satisfy the requirements of the project and shall take precedence (where applicable) over the provisions of the said Model Preambles.

3.4.1.3 General Requirements

All material, standards and workmanship on this service shall comply in all respects to the Employer's standards and the General Technical Specification for Electrical Installations for the Provincial Administration Western Cape.

3.4.1.4 Standard specifications and preambles

See above

3.4.1.5 Accreditation, qualifications and work experience required

The electrical installation shall be undertaken by a qualified, licensed and registered electrician.

3.4.1.5.1 The three categories of a Registered Person shall be:

- i. Electrical Tester, who can work on a Single-Phase installation. Basically a 'normal house' supplied with 220 Volt electrical supply.
- ii. Installation Electrician who can work on a Three Phase installation. Normally buildings and factories supplied with 380 Volt three phase supply.
- iii. Master Electrician for Hazardous Locations, basically petrol stations, mines, flammable areas.



3.4.1.5.2 Furthermore:

- i. An Electrical Tester cannot issue a Certificate of Compliance (CoC) for a Three Phase installation.
- ii. An Installation Electrician can issue a CoC for a Single-Phase installation but not a Hazardous Location.
- iii. A Master Electrician can issue a CoC for any of the above installations.

3.4.1.6 **Acceptability**

All material, plant equipment, accessories and fittings installed or used in the execution of the service shall except where otherwise specified or specifically exempted by the Employer's Agent in writing, be new and shall comply with:

- The Specification.
- The Code of Practice for the Wiring of Premises as issued by the South African Bureau of Standards, as amended, SANS 10142.
- The appropriate South African National Standards.
- The appropriate British Standard, where no SABS specifications exists.
- Occupational Health and Safety Act.
- The requirements of the Local Electricity Supply Authority.
- The Local Fire Regulations and the Regulations of the Department of Posts and Telecommunications.
- The Regulations of the Atomic Energy Board.
- In the event of a discrepancy between any of the specifications, regulations and the Code of Practice, the SANS 10142 Code of Practice shall receive preference.

3.4.1.7 **Everything necessary**

The installation shall include everything necessary whether specified in detail or not and shall be carried out in the best possible way to ensure a complete and first class installation to the approval of the Employer.

Where required, the Contractor shall prepare an updated set of as-built drawings. At completion of the contract the Contractor shall hand these drawings to the Employer's Agent for reproducing onto the originals for handing over to the Employer (provision for allowance of as-built drawings elsewhere).

Allowance shall be made for an Electrical Certificate of Compliance from a qualified, licensed and registered electrician and shall be issued on completion of the works to the Employer's Agent for handing over to the Employer (as and when required).

3.4.1.8 **Uniformity**

All items of the same type of equipment shall where at all possible - be of the same make and type for each item throughout the installation, to ensure interchange ability and ease of maintenance.

3.4.1.9 **Contractors' Staff**

The work shall be done by, or at all times be under the personal supervision of an installation electrician appointed in writing by the Contractor as the Responsible Person, in terms of the requirements of the Machinery and Occupational Safety Act. This person shall be available during working hours, and shall be experienced in projects of the size of the service specified.

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At all times while on the specified premises, all artisans, labourers and members of the *Contractor's* staff shall wear clothing adequately marked with the *Contractor's* name or acceptable identification.

3.4.1.10 **Interrupted Power Supply**

If the electrical work consists of additions and alterations to or renovations of an existing electrical installation, the tenderer shall arrange his work in such a manner that a minimum interruption of electrical power to the institution, or part thereof, will occur. The power supply may only be interrupted if such an interruption has been arranged in good time with the head of the relevant institution and the *Employer*.

3.4.1.11 **Cable lengths**

Cable lengths where scheduled are for tendering purposes only, any variation between scheduled and actual lengths will be allowed for at scheduled rates.

It is essential that the actual cable lengths required shall be checked on site before orders are placed, as no joints will be permitted. (Except where lengths exceed the drum length).

3.4.1.12 **Labels**

All labels shall be permanent, and be of white black, white plastic laminate engraved type and securely fixed by means of metal thread screws and nuts.

3.4.1.13 **Quality control during the execution of the contract**

Day by day inspections of the works will be expected to be carried out by the *Contractor* to ensure that all work is executed in accordance with the drawings and specifications. These inspections will be monitored by the *Employer*.

3.4.1.14 **Finishes**

All circuits and apparatus on switchboards shall be suitably and correctly labeled.

Covers for draw boxes, expansion boxes, etc. shall be finished to match the paintwork of the ceiling or wall surface, as requested by the *Employer*. All cable pipes and ducts entering buildings are to be sealed against the ingress of vermin, water, etc.

3.4.1.15 **Making good**

The *Contractor* will be responsible for the making good in all trades of any damage to the buildings which he or his employees may have incurred during the construction of the new works.

3.4.1.16 **Conduit**

Conduit shall be given in meters, no distinction being made between conduit fixed vertically or horizontally, nor between conduits fixed to different elements, cast in, chased, built-in, etc. Description shall be deemed to include bending, threading, jointing, short lengths, draw boxes, couplings, bends, tees, saddles and the like.

3.4.1.17 **Abbreviations**

A	Amp
C/B	Circuit Breaker
DB	Distribution Board

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DP	Double Pole
HWC	Hot Water Cylinder
Indus	Industrial
kA	Kilo Ampere
kW	Kilowatt
SDB	Sub Distribution Board
SP	Single Pole
SP + N	Single Pole + Neutral
SSO	Switch Socket Outlet
TP	Triple Pole
V	Volts
W	Watts
Q	Quantity

3.4.1.18 **Distribution boards, etc.**

Rates for distribution boards, etc. are to include for busbars, jumpers, neutral bars, internal wiring and connections, circuit identification markers, control gear labels, circuit legend cards and working drawings.

3.4.1.19 **Switches, socket outlets, etc.**

Rates for switches, socket outlets, etc. are to include for screwing to outlet boxes, connecting up and cover plates.

3.4.1.20 **Light fittings**

Rates for light fitting shall include for fixing or handling, connecting and shall include lamp holders and lamps of the type and wattage described.

3.4.1.21 **Concurrent with Building Work**

The electrical work in this service shall be carried out concurrently with the building work. The electrical *Contractor* shall liaise closely with the building *Contractor*.

3.4.1.22 **Handing over existing materials**

Where certain materials or articles are described as to be handed over by the *Contractor* to the Employer's Agent such materials or articles shall be properly stored by the *Contractor* until handing over thereof. The *Contractor* must obtain an official receipt listing the materials or articles and dates of handover. If the *Contractor* fails to submit the receipt when requested to do so it shall be deemed that the materials or articles are still in his/her possession and he/she will be held liable to the Department for the full replacement value thereof which amount will be deducted from any monies due to the *Contractor*.

MECHANICAL INSTALLATION

3.4.1.23 **Method of measurement and Bills of Quantities**

This bill has been measured according to the Standard System of Measuring Building Work - (latest edition) and billed along the guidelines of ASQA Model Bills of Quantities. Only measured items must be priced and no changes made by the tenderer will be recognised.

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3.4.1.24 Ductwork

Where transformations or reducers occur, the larger size ductwork has been measured through the fitting. Descriptions of ductwork shall be deemed to include stiffeners, hangers, jointing materials, sealants, couplers in the running length and access/inspection panels in accordance with the specification.

3.4.1.25 Dampers

Descriptions of smoke and fire dampers shall be deemed to include fusible links, sleeves, frames, supports and access openings in ducts.

3.4.1.26 Air Diffusion

Descriptions of air terminals, grilles, louvres and the like shall be deemed to include necks, frames, supports and flexible connections.

3.4.1.27 Fans

Descriptions of fan assemblies shall be deemed to include supports from the structure, flexible or other connections to ductwork, vibration isolation mountings and airtight inspection doors.

3.4.1.28 Sound attenuators

Descriptions of sound attenuators shall be deemed to include flanged or flexible connections to ductwork and supports from the structure.

3.4.1.29 Fan coil units, fan air terminals and fan heaters

Descriptions of fan coil units, fan air terminals and fan heaters shall be deemed to include connection points for water, air and electrical, air grilles, dust trays, condensate trays and vibration isolation mountings. Flexible ducting, flexible hose and connecting cables for connecting these units to each other or to water piping and electrical supply are separately measured.

3.4.1.30 Major equipment

Descriptions of major equipment such as chillers, air handling units and the like shall be deemed to include control panels, connections to water, air and electrical supply and/or discharge points, supports, bearers, vibration isolation mountings, filters, insulation, inspection ladders and gangways, access doors and panels, painting, etc. as specified.

PIPING AND PUMPS**3.4.1.31 Pricing**

The plumbing installation shall be undertaken by a PIRB licensed registered plumber.

The tenderer must price each item in this bill individually and no changes made by the tenderer shall be recognised.

Where inclusive items are measured and priced, the *Contractor* must on request, supply full details of the components and prices making up the inclusive items. If the *Contractor* does not supply such details and prices within reply period after having been requested to do so, the Employer's Agent will determine such at his own discretion.

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Allowance shall be made for a plumbing Certificate of Compliance from the plumbing professional body and shall be issued on completion of the works (as and when required).

3.4.1.32 **Piping**

All pipe diameters are nominal internal unless otherwise stated where fittings have reducing ends or branches they are described as "reducing". In the case of pipes with diameters not exceeding 60mm only the largest end or branch size is given. Should the *Contractor* wish to use other fittings and bushes or reducers he may do so on the understanding that no claim in this regard will be entertained. In the case of pipes with diameters exceeding 60mm all sizes are given and no claim for extra bushes, reducers, etc. will be entertained.

3.4.1.33 **Fixing of pipes**

Unless specifically otherwise stated, descriptions of pipes shall be deemed to include fixing to walls, etc., casting in, building in or suspending not exceeding 1m below suspension level.

3.4.1.34 **Pump sets**

Descriptions of pumps shall be deemed to include connections to water and electrical supply and/or discharge points, vibration isolation mountings, inertia bases, insulation, drip trays with outlets, pressure gauges, etc.

3.4.1.35 **Valves**

Descriptions of valves shall be deemed to include flanged or screwed connections to piping, reducers, supports, etc.

3.4.1.36 **Insulation**

Descriptions of insulation shall be deemed to include priming the piping with zinc chromate primer before the insulation is applied, painting the insulation when completed and applying vapour barrier where specified.

3.4.1.37 **Drawings**

Where required, the *Contractor* shall prepare Workshop Drawings for approval by the Employer's Agent before commencement on site.

At completion of the contract the *Contractor* shall hand an updated set of as-built drawings to the Employer's Agent for reproducing onto the originals for handing over to the *Employer* (provision for allowance of as-built drawings elsewhere).

Allowance shall be made for a plumbing Certificate of Compliance from the plumbing professional body and shall be issued on completion of the works to the Employer's Agent for handing over to the *Employer* (as and when required).

FIRE PROOFING / FIRE STOPPING

3.4.1.38 **General**

Fire stopping, by a specialist *Contractor*, is required where the 2-hour fire separation cannot be achieved through caulking by the builder using a mortar mixture.

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3.4.1.39 General Scope of Work

The scope of work is generally but not limited to the following:

- 3.4.1.39.1 Fireproof pointing of expansion gaps between the top of the fire rated walls and RC slab over.
- 3.4.1.39.2 The pointing of any vertical expansion joints in brick fire rated walls and / or between brick and RC columns / walls.
- 3.4.1.39.3 The fire stopping where structural steel roof members pass through a fire rated wall and the seal cannot be made in mortar to accommodate expansion / construction movement of the steel.
- 3.4.1.39.4 The fire stopping / pointing of the structural expansion joints in the RC slabs.
- 3.4.1.39.5 The pointing around any fire dampers that cannot be caulked using a plaster mix. Of specific reference here is the fire stopping along the top side of the damper, especially when it is tight against the RC slab over.
- 3.4.1.39.6 All structural steel and timber members penetrating a firewall are to be painted with intumescent paint 500mm each side of the penetration according to manufactures specification.
- 3.4.1.39.7 The fire stopping of all the plumbing shafts between the floors. This shall include the fire treating of the non-metallic pipes above and below the slab plus the fitting of fire collars or wraps to the drain pipes of 80mm diameter and larger.
- 3.4.1.39.8 The same treatment as above where the plumber's pipes pass horizontally through fire rated walls.
- 3.4.1.39.9 The fire proofing of insulated pipes (hot water plus chilled water flow and return pipes) passing through floors and fire rated walls.
- 3.4.1.39.10 The fire stopping of the electrical ducts, be they a set of small sleeves through which the cables pass, slots in the RC slabs or larger openings in the shafts. Here the conduits or cables need to be further protected for 500mm above and below the slabs.
- 3.4.1.39.11 The same treatment as above for the horizontal electrical penetrations through fire separating walls.
- 3.4.1.39.12 The same as above shall take place for electrical cable tray penetrations, horizontal or vertical.
- 3.4.1.39.13 The fire rating of emergency power cables crossing through the building that do not have the secure power supply protected in any other way.
- 3.4.1.39.14 The fire proofing of any electrical cable trenches.

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Scope: Works Information

4. Constraints on how the Contractor Provides the Works

The works are to be executed subject to the following constraints, the details of which will be issued as part of a Work Package quotation enquiry document:

- 4.1 Employer's Site access control, permits, Site regulations and security control.
- 4.2 People restrictions on Site, hours of work, conduct and records.
- 4.3 Health & Safety on Site including measures against disease and epidemics. First Aid facilities and emergency arrangements.
- 4.4 Environmental controls, fauna & flora, dealing with objects of historical interest.
- 4.5 Title to materials from demolition and excavation.
- 4.6 Liaison with and acceptance from statutory authorities and/or land owners.
- 4.7 Working Areas including sharing thereof by other contractors and Others.

Employer's direct contractors

The *Employer* may instruct work to be executed and installed in the works by one or more direct contractors, with the understanding that:

- The *Contractor* permits all such work by direct contractors;
- The type and extent of such work is described in the tender document, and the *Contractor* makes reasonable provision in his work programme for such work;
- The payment of direct contractors is the responsibility of the *Employer*;
- A direct contractor is subject to reasonable controls as required by the *Contractor*, and
- All direct contractors, the work or installations undertaken, insurances related thereto and the associated risks including expense or loss caused by direct contractors, are the direct responsibility of the *Employer*.

- 4.8 *Contractor's* Equipment, scaffolding, rigs, heavy lifts and craneage, including removal from the Working Areas and records.
- 4.9 Site services and facilities: power, water, waste disposal, telecoms, ablutions, fire protection, lighting.
- 4.10 Advertising, notice boards, photography and progress photographs.
- 4.11 Offices, office equipment and laboratories.
- 4.12 Vehicles.
- 4.13 Restrictions to Site access, roads, walkways and barricades.
- 4.14 Existing premises, adjoining properties and checking the work of Others.
- 4.15 Setting out and boundary control.
- 4.16 Excavations and associated water control.
- 4.17 Dealing with underground services, other existing services, cable and pipe trenches and covers.
- 4.18 Control of noise, dust, water and waste.
- 4.19 Sequences of construction or installation, samples and mock-ups.
- 4.20 Giving notice of work to be covered up.
- 4.21 Hook ups to existing works.

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Scope: Works Information

5. Requirements for the programme

- 5.1 The *Contractor* submits a first programme to the *Employer* for acceptance within the required period of access to the *site*.
- 5.2 The *Contractor* shows on each programme which he submits for acceptance:
- The starting date, access date/s and the Completion Date;
 - Planned Completion;
 - The order and timing of the operations which the *Contractor* plans to do in order to Provide the Works;
 - The order and timing of the work of the *Employer* and others as last agreed with them by the *Contractor* or, if not so agreed, as stated in this Works Information;
 - The dates when the *Contractor* plans to complete work needed to allow the *Employer* and others to do their work;
 - Provisions for:
 - Float;
 - Time risk allowances;
 - Health and safety requirements; and
 - The procedures as set out in this contract;
 - The dates when, in order to Provide the Works in accordance with this programme, the *Contractor* will need:
 - Access to a part of the site if later than its access date;
 - Acceptances;
 - Plant and Materials and other things to be provided by the *Employer*; and
 - Information from others;
 - For each operation, a statement of how the *Contractor* plans to do the work identifying the principal Equipment and other resources which he plans to use; and
 - Other information which this Works Information requires the *Contractor* to show on a programme submitted for acceptance.
- 5.3 Within two weeks of the *Contractor* submitting a programme to him for acceptance, the *Employer* either accepts the programme or notifies the *Contractor* of his reasons for not accepting it. A reason for not accepting a programme is that:
- The *Contractor's* plans which it shows are not practicable;
 - It does not show the information which this contract requires;
 - It does not represent the *Contractor's* plans realistically; or
 - It does not comply with the Works Information.
- 5.4 When revising the programme, the *Contractor* shows on each revised programme:
- The actual progress achieved on each operation and its effect upon the timing of the remaining work;
 - The effects of implemented compensation events;
 - How the *Contractor* plans to deal with any delays and to correct notified Defects; and
 - Any other changes which the *Contractor* proposes to make to the currently accepted programme.
- 5.5 The *Contractor* submits a revised programme to the *Employer* for acceptance:
- Within the period for reply after the *Employer* has instructed him/her to;
 - When the *Contractor* chooses to and, in any case;
 - At no longer than an interval of every four weeks from the *starting date* until Completion of the whole of the works.

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Scope: Works Information

6. Services and other things provided by the Employer

Where available, water and/or electricity will be made accessible to the *Contractor*, however, the *Employer* does not guarantee such availability and the responsibility for water and electricity provision is that of the *Contractor*. No other services or other things are provided by the *Employer*. *Contractor* must provide own.

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Scope: Works Information

SCHEDULE 14: Works Information required from Supplier

The *Employer* requires the following information pertaining to the work for this contract to be furnished at the time of tender. The tenderer must provide ALL the information as stipulated in this schedule. Where required information is not available before the close of tender, the tenderer must mark such item/s clearly as "Not Available" where appropriate on this schedule **and not simply leave such items blank**.

When electrical and plumbing works are required as part of a package order, the *Contractor* will furnish the Employer's Agent with proof of compliance on request, as follows:

- a) All electrical subcontractors must be registered as an Electrical *Contractor* with the Department of Labour, with the Workmen's Compensation Commissioner, the Unemployment Insurance Commissioner to qualify for Electrical Work for this contract.
- b) All persons and/or subcontractors undertaking plumbing works must be registered as a Licensed Plumber/s with the Plumbing Industry Registration Board of South Africa (PIRB).

AUTHORISED SIGNATURE OF TENDERER

Date:.....

Number of additional pages appended by the tenderer to this Schedule:(If nil, enter NIL)

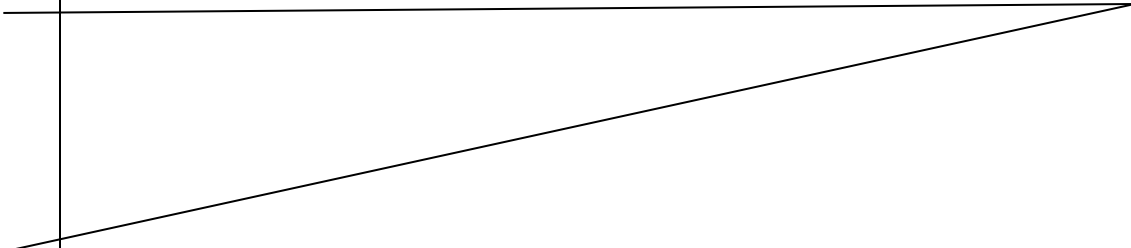
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Scope: Works Information

SCHEDULE 15: Proposed Amendments by Supplier

Page	Clause or item	Deviation or qualification
	NO ALTERATIONS/AMENDMENTS BY CONTRACTOR IS ALLOWED FOR THIS CONTRACT. TENDERER MUST SIGN THIS SCHEDULE TO ACKNOWLEDGE.	
		

(If not enough space, attach additional pages. If no amendments are desired, mark NIL.)

AUTHORISED SIGNATURE OF TENDERER

Date:.....

Number of additional pages appended by the tenderer to this Schedule:(If nil, enter NIL)

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Scope: Works Information

SCHEDULE 16: Supplier's schedule of subcontractors

The tenderer hereby notifies the *Employer* of his intention to use the following subcontractors for work in this contract. Acceptance of this tender does not constitute approval of all or any of the listed subcontractors by the *Employer*. Should any of the subcontractors not be approved subsequent to acceptance of this tender, this in no way invalidates this tender, and the tendered unit rates for the various items of work remain final and binding, even in the event of a subcontractor not listed below being approved by the *Employer*.

WORK TYPE OR CATEGORY	SUBCONTRACTOR (Name, address, contact person, phone, fax, organisation details, experience)	WORK ITEMS (As per price list)

(Append separate page if not enough space, or enter NIL if nil)

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Scope: Works Information

SCHEDULE 17: Supplier's health & safety plan

Tenderers are to note the requirements of the Occupational Health and Safety (OHS) Act No. 85 of 1993 and the Construction Regulations 2014 issued in terms of Section 43 of the Act, including the relevant Department of Labour Notices. The tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

In this regard the tenderer acknowledges that all Package Orders instructing the execution of Work Packages under this Framework shall have as prerequisite the submission of a detailed Health and Safety Plan in respect of the Work Package in order to demonstrate the necessary competencies and resources to perform the work all in accordance with the Act and Regulations. The Health and Safety Plan shall cover inter alia the following details:

- The safety management structure including the names of all designated persons such as the construction supervisor and any other competent persons;
- Safety method statements and procedures to be adopted to ensure compliance with the OHS Act.

Aspects to be dealt with include but is not limited to:

- Public vehicular and pedestrian traffic accommodation measures;
- Control of the movement of construction vehicles;
- The storage and use of materials;
- The use of tools, vehicles and plant;
- Temporary support structures;
- Dealing with working at height;
- The use of batch plants;
- Excavation work;
- Demolition work;
- Security, access control and the exclusion of unauthorised persons;
- The provision and use of temporary services;
- Compliance with way leaves, permissions and permits;
- Safety equipment, devices and clothing to be employed;
- Emergency procedures;
- Provision of welfare facilities;
- Induction and training;
- Provision and maintenance of the health and safety file and other documentation;
- Arrangements for monitoring and control to ensure compliance with the safety plan.

Tenderers are to note that appointed *Suppliers* under this Framework are required to ensure that all subcontractors or others engaged in the performance of the contract also comply with the above requirements.

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Scope: Works Information

SCHEDULE 18: Supplier's environmental management plan

Tenderer to sign acknowledgement below.

Tenderers are to note the Provincial Government of the Western Cape: Guidelines for Environmental Management Plans. The tenderer shall be deemed to have read and fully understood the requirements of the above Guidelines.

In this regard the tenderer acknowledges that all Package Orders instructing the execution of Work Packages under this Framework shall have as prerequisite the submission of a detailed Environmental Management Plan in respect of the Work Package in order to demonstrate the necessary competencies and resources to perform the works.

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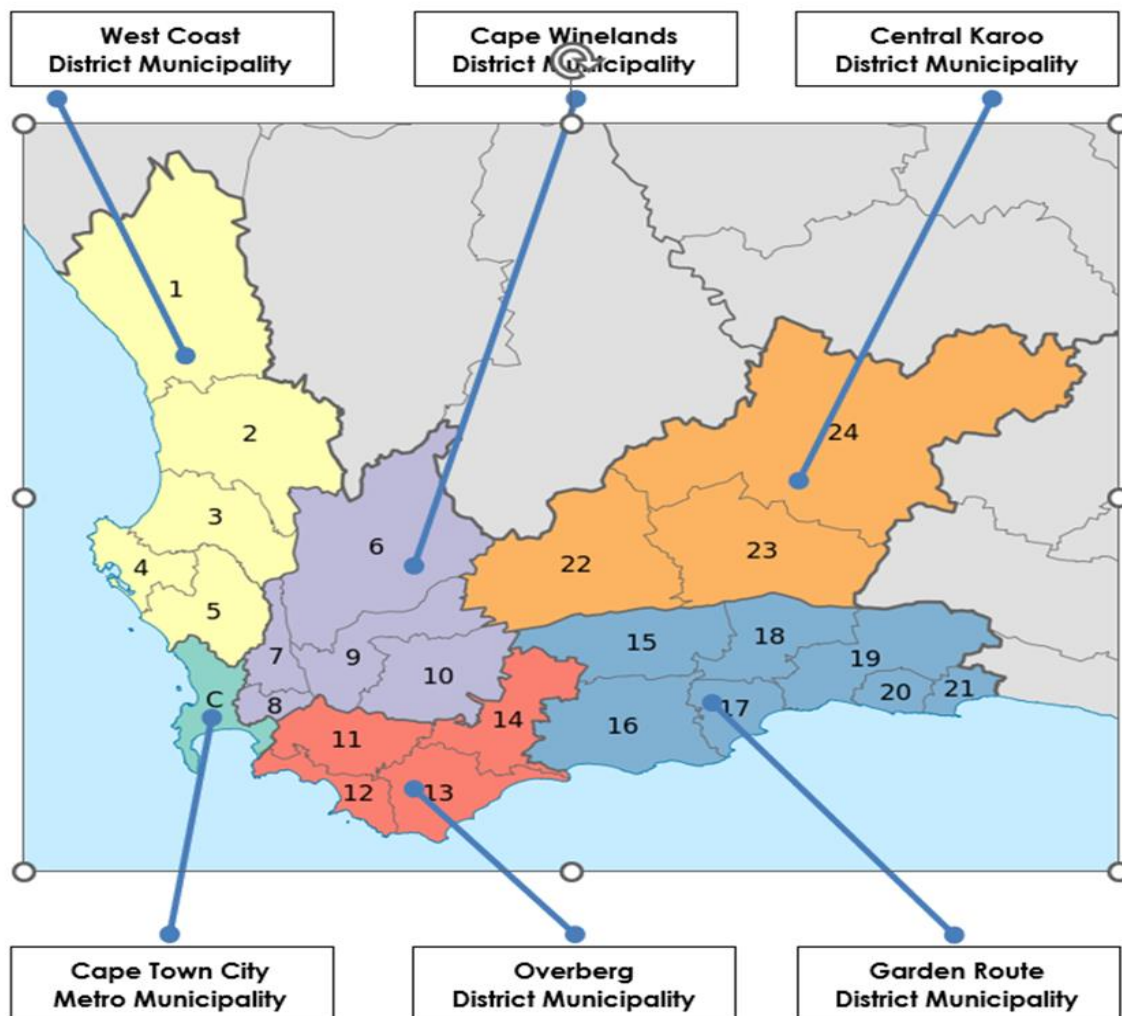
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Part C4: Site Information

Description of the Site

1. Site description and reports

Site description/s to be issued as part of Work Package quotation enquiry documents.



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Appendix: Drawings, schematics & annexures

The Appendix to this contract is a separate document, independent of the main contract document (this document) and does not follow, or integrate with, the page numbering sequence of the main contract document. The Appendix contains the:

Annexure 1: Price List (PDF)

Annexure 2: Contractors Performance Evaluation Scorecard

Annexure 3: Price List (Excel Spreadsheet)

which are referenced in this document, and which are indicated as included in the Appendix.

PLEASE NOTE:

ALL items which are referenced in the main contract document form part of the complete contract documentation for this contract, irrespective of whether they are physically included in the Appendix or not. It is the responsibility of the tenderer to ensure he/she acquires and considers all the items referenced in this document in the preparation of his/her tender, which is the assumption when tenders are evaluated.

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